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**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. June 7, 2016

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on May 24, 2016 and Amended Minutes of the May 17, 2016 Joint Meeting

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**AWARDS AND PROCLAMATIONS**

-- Proclamation:  
National Gun Violence Awareness Day

-- Awards:  
Service Award, Cindy L. Shew  
WPD AAA Traffic Safety Award  
Sister Cities Recognition

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Shirley Starr - Cleaning up Wichita.
2. ~~Ben Lee - Guns, gangs, and violence.~~ (Moved to June 14<sup>th</sup>)
3. Chris Brault - Poor police performance.

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**II. CONSENT AGENDA ITEMS 1 THROUGH 27**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*



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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

None

**IV. NEW COUNCIL BUSINESS**

1. Authorization to Issue a Request for Qualifications for Development of the Delano Catalyst Site. (District VI)

RECOMMENDED ACTION: Authorize staff to draft and issue a Request for Qualifications (RFQ) for development of the Delano Catalyst Site.

2. Water Treatment Plant Design-Build Agreement.

RECOMMENDED ACTION: Approve the design-build agreement and authorize the necessary signatures.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE:Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. NON-CONSENT PLANNING AGENDA**

1. ZON2016-00013 – Zone Change Request from SF-5 Single-family Residential (SF-5) to LC Limited Commercial (LC), Generally Located Approximately 660 Feet North of West Maple Street, Along the West Side of South Tyler Road. (District V)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change to NR Neighborhood Residential with Protective Overlay #306, place the ordinance on first reading and authorize the Mayor to sign the ordinance (three-fourths majority vote required).

**HOUSING AGENDA**

NOTICE:The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. Carole Trapp Housing Member is also seated with the City Council.

**VI. NON-CONSENT HOUSING AGENDA**

None

**AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**VII. NON-CONSENT AIRPORT AGENDA**

None

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

1. Approval of travel for Mayor Jeff Longwell to attend the LKM Governing Body Meeting, June 9 - 10, 2016, Topeka, KS.

RECOMMENDED ACTION: Approve the travel.

2. Approval of travel expenditures for Mayor Jeff Longwell to attend the U.S. Conference of Mayors, June 23 - 28, 2016, Indianapolis, Indiana.

RECOMMENDED ACTION: Approve the travel expenditure.

3. Approval of travel for Vice Mayor Lavonta Williams and Council Member James Clendenin to attend the National League of Cities Summer Leadership Meetings, June 26 - 30, 2016, Kansas City, Mo.

RECOMMENDED ACTION: Approve the travel expenditures.

**IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 27)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated June 6, 2016.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renew</u>	<u>2016</u>	<u>(Consumption on Premises)</u>
Debi Chun	BJ's Restaurant and Brewhouse**	7960 East Kellogg Drive
<u>Renew</u>	<u>2016</u>	<u>(Consumption off Premises)</u>
Kulwinder Jaswal	PSJ Corporation Jaswal LLC***	2838 West Central
Amy Thrasher	Walmart #3283***	10600 West 21st North

\*\*General/Restaurant (need 50% or more gross revenue from sale of food)

\*\*\*Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Deeds and Easements:

- a. List of Deeds and Easements.

RECOMMENDED ACTION: Accept the documents.

5. Consideration of Street Closures/Uses:

- a. Community Events - Juneteenth Block Party and Park Celebration. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Design Agreement for Force Main Rehabilitation Improvements. (District III)

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

7. Design Services Agreements:

- a. Supplemental Design Agreement No.1 for Sanitary Sewer Improvements to Serve Pearl Beach Addition. (District V)

RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

8. Property Acquisitions:

- a. Dedication of Land near Clifton Avenue and 55th Street South for a Re-use Water Line. (District III)

RECOMMENDED ACTION: Approve budgets and contracts and authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions:

Design Council, April 20, 2016

RECOMMENDED ACTION: Receive and file.

10. Funding and Supplemental Agreement No. 2 for Improvements to 37th Street North, Oliver to Woodlawn. (District I)

RECOMMENDED ACTION: Approve the revised budget and Supplemental Agreement No. 2, adopt the amending resolution, and authorize the necessary signatures.

11. Surplus of City-owned Properties at 1732 West 29th Street and 3010 North Amidon. (District VI)

RECOMMENDED ACTION: Declare the properties as surplus and designate them as available for sale to the general public.

12. Haunted Island Attraction at Watson Park. (District III)

RECOMMENDED ACTION: Approve the contract and authorize all signatures.

13. Funding for Red Bud Multi-Use Path. (District I)

RECOMMENDED ACTION: Approve the revised budget, waive City Council Policy No. 2 regarding the use of project savings to allow transfer of funds, adopt the amending resolutions, and authorize the necessary signatures.

14. Over Estimate Bid for Improvements to Pawnee Bridge at Arkansas River. (Districts III and IV)

RECOMMENDED ACTION: Approve the revised estimate and acceptance of the lowest bid, waive City Council Policy No. 2 regarding the use of project savings to allow transfer of funds, adopt the amending resolutions, and authorize the necessary signatures.

15. On-Call Engineering Services Related to Small Projects.

RECOMMENDED ACTION: Approve the selection of Baughman, Ruggles & Bohm, and PEC as on- call engineers for small projects, approve the contracts, and authorize the necessary signatures.

16. Request to Extend the Letter of Intent for Industrial Revenue Bonds, Foley Industries, Inc. (District IV)

RECOMMENDED ACTION: Extend the Letter of Intent for the issuance of Industrial Revenue Bonds for Foley Industries, Inc. through December 31, 2017.

17. Approval of the Application for Chartered Limousine Service License - Quentin Shackelford d/b/a/ All Class Limousine, Inc.

RECOMMENDED ACTION: Approve the license for Mr. Quentin Shackelford to operate All Class Limousine, Inc. as a Charter Limousine Service in Wichita, Kansas.

18. Nuisance Abatement Assessments, Lot Clean Up.

RECOMMENDED ACTION: Approve the assessments and place the ordinance on first reading.

19. Second Reading Ordinances: (First Read May 24, 2016)

RECOMMENDED ACTION: Adopt the Ordinances.

**II. CONSENT PLANNING AGENDA ITEMS**

NOTICE:Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

20. \*VAC2016-00008 - Request to Vacate a Platted Utility Easement on Property Located on the Northeast Corner of South West Street and West Harry Street. (District IV)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

21. \*VAC2016-00010 - Request to Vacate a Platted Setback on Property Generally Located East of South West Street on the Northwest Corner of West Harry Street and South McComas Avenue. (District IV)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

22. \*VAC2016-00011 - Request to Vacate a Portion of a Platted Setback on Property Located on the Southwest Corner of North Oliver Avenue and East 37th Street North. (District I)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

23. \*ZON2016-00015 – Zone Change from SF-5 Single-family Residential to LC Limited Commercial, Generally Located North of West Maple Street on the West Side of South Seneca Street, 333 South Seneca Street. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the requested Zone Change subject to staff recommended conditions and withhold publication of the ordinance until conditions are met (simple majority vote).

24. \*ZON2016-00016 – City Zone Change from Single-Family Residential to Two-Family Residential on Property Generally Located on the East Side of North Arkansas Avenue and North of West 27th Street North. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the requested Zone Change and place the ordinance on the first reading (simple majority vote).

25. \*SUB2015-00021 -- Plat of Edge Water 2nd Addition Located on the West Side of North Hoover Road, South of West 45th Street North. (District VI)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

26. \*SUB2016-00002 -- Plat of Fontana 5th Addition Located North of West 29th Street North, on the East Side of North 119th Street West. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

27. \*SUB2016-00015 -- Plat of Sandcrest Addition Located on the Southeast Corner of West 29th Street North and North Hoover Road. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

**II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

City of Wichita  
City Council Meeting  
June 7, 2016

**TO:** Mayor and City Council

**SUBJECT:** Authorization to Issue a Request for Qualifications for Development of the Delano Catalyst Site (District VI)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendations:** Authorize staff to draft and issue a Request for Qualifications (RFQ) for development of the Delano Catalyst Site.

**Background:** Over the past 20 years, the City has acquired two parcels of land located on the east and west sides of Sycamore Street between Douglas Avenue and McLean Boulevard. One parcel was acquired to enable the development of the Advanced Learning Library. At the conclusion of the design phase, the Library project only required approximately half of the parcel. The second parcel, which has a triangular shape, was acquired in 1991 by the City when Union Pacific was vacating their rail corridor. These two adjoining parcels, totaling approximately seven acres, provide a unique opportunity for additional development. City policy requires Council approval for staff to develop and issue an RFQ.

These two parcels, identified as Site A and B, sit within the Delano District and are mentioned by two plans approved by the City Council. The first, the Delano Neighborhood Revitalization Plan, was adopted in March, 2001 by the City Council and suggests that the triangular parcel, Site B, be developed as green space and that Site A be developed for commercial use. The second plan, called Project Downtown, was adopted by the City Council in 2010 and created a new vision for the area based on the City's acquisition of the library site and plans for the Advanced Learning Library. The Project Downtown vision identifies the area as Catalyst Site C1 and calls for a mixed use development on both Site A and B that incorporates meeting and/or gathering space.

Staff has presented the RFQ concept to the Park Board, Public Library Board of Directors, District VI Advisory Board (DAB) and the Delano Neighborhood Association. The proposal received a mixture of positive support for the development of the sites as well as concern from others regarding preserving green space on Site B. The Library Board and Delano Neighborhood Association did not take specific action. The Park Board did take action and voted 4-0 in favor of the RFQ moving forward with a request that a public plaza/gathering space be a priority when reviewing and considering proposals. It did not specify size and /or if the gathering space needed to be public or private. After a lengthy discussion regarding development ideas, green space, traffic, the RFQ process and several motions, DAB VI voted 7-3 to support the Delano Plan and retain Site B as green space.

**Analysis:** According to the City's Real Estate Disposition guidelines, the sale and development of the Delano Catalyst Site is of a strategic nature and therefore falls in the Type 3 category of disposition. The site is located near the River Vista development, on the west side of McLean Boulevard and is located between two prominent projects that will exceed \$60 million in capital investment. The objective of the RFQ will be to select a project that will develop the property with the vision shared for both the Douglas Corridor at the Arkansas River/Delano Neighborhood and Catalyst Site C1 in Project Downtown. The City retains the ability to accept or reject any and all proposals that do not meet the goals and vision of the City.



The Delano Catalyst Site consists of the two parcels in the RFQ, Site A and Site B. The RFQ will solicit interest and proposals for development of one or both sites. Priority will be given to proposals that develop both sites, improve the Delano multi modal trail, and are immediately ready to begin development and bring a unique mixed use development to the area.

The RFQ will include a summary of both the Delano and Downtown revitalization plans.

**Financial Considerations:** Any proceeds from the sale of the property will be recorded to the City's General Fund or as otherwise directed by the City Council.

**Legal Considerations:** A Request for Qualifications will be reviewed by the Law Department prior to its issuance.

**Recommendation/Action:** It is recommended that the City Council authorize staff to draft and issue a Request for Qualifications (RFQ) for development of the Delano Catalyst Site.

**Attachments:** None

City of Wichita  
City Council Meeting  
June 7, 2016

**TO:** Mayor and City Council

**SUBJECT:** Water Treatment Plant Design-Build Agreement (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

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**Recommendation:** Approve the design-build agreement.

**Background:** The Water Treatment Plant (WTP) includes two treatment facilities commonly referred to as the Central WTP and East WTP. Both facilities are capable of treating a blend of surface water and groundwater, but neither are configured to treat 100% groundwater. The ability to treat 100% groundwater will be required during upcoming work on the Cheney Reservoir surface water feed line and necessary in the event of failure on that line or an extended drought. The aging East WTP requires replacement of deteriorated facilities. These improvements will provide the opportunity to also upgrade to an 80 million gallons per day (MGD) facility for treatment of groundwater from the well field only. The project will need to include replacement of the main supply line to the East WTP, which was constructed in 1939 and has experienced several leaks just in the last few months. On January 19, 2016, the City Council approved the design-build approach to modify the East WTP to treat 100% groundwater and initiated \$1,400,000 for the first phase of design.

A Request for Proposal (RFP) was published February 4, 2016, and proposals were received on March 10, 2016. Submittals were received from CH2M Hill, Brown and Caldwell/UCI and Burns & McDonnell/CAS and interviews were held on March 31, 2016. The primary requirement of the RFP was to provide design concepts to treat 100% groundwater, 100% surface water and any combination of blends. All three of Burns & McDonnell's proposed design concepts met the above specified criteria. Accordingly, the Burns & McDonnell team was recommended by the committee for the project.

Additionally, Burns & McDonnell is currently under contract to design chemical feed replacements of the lime, ferric, polymer, polyphosphate and CO<sub>2</sub> chemical feed systems. Construction of the chemical feed systems will be integral to the scope of work to be performed with the East WTP improvements, thus is necessary to include the construction budget with the overall project.

**Analysis:** The proposed initial agreement between the City and Burns & McDonnell/CAS team provides for plans and specifications up to 30% design stage (Phase 1) of the East WTP modification project and the submittal of a Guaranteed Maximum Price (GMP) for the Phase 2 portion of the project. Phase 2 includes completion of design services, acquisition of equipment, construction services, start-up and commissioning of the plant improvements. The project will be brought back to the City Council at a later date for approval of the 30% design plan concept and the GMP before proceeding with construction.

In addition, due to substantial estimated cost savings and risk reduction during construction, staff proposes construction funding for the chemical feed work be incorporated with the East WTP design-build improvements.

**Financial Considerations:** The 2015-2024 Adopted Capital Improvement Program includes \$30.3 million for this project: \$25 million for the East WTP; \$1.8 million for the supply line; and \$3.5 million for the chemical feed system. On January 19, 2016, \$1.4 million of the \$25 million East WTP budget was initiated to fund the Phase I preliminary study, concept design and development of the negotiated GMP.

The first phase of the contract is for \$481,276. Staff will return at a later date to request approval of the GMP and funds for completion of design and construction.

**Legal Considerations:** The design-build agreement has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the design-build agreement and authorize the necessary signatures.

**Attachment:** Design-Build Agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# **SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER ON THE BASIS OF A STIPULATED PRICE**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Contract Between Owner and Design/Builder (No. D-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated and a change in one may necessitate a change in the other. The suggested language contained in the Guide to Use of EJCDC Design/Build Documents (No. D-001, 2002 Edition), including guides to preparation of the Request for Proposal, the Proposal Form, and Supplementary Conditions, is also carefully interrelated with the language of this Agreement. The Guide also contains additional comments concerning use of this Agreement.

**Note to User**

Before entering into this Agreement, it is recommended that the parties determine if applicable Laws and Regulations prohibit or require alterations in the contemplated contractual arrangements and the assignments of responsibilities for a design/build project. Check competitive bidding, contractor licensing, design professional licensing, and professional practice Laws and Regulations, among others.

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1015 15th Street, N.W., Washington, DC 20005

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1801 Alexander Bell Drive, Reston, VA 20191-4400

EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND DESIGN/BUILDER  
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between The City of Wichita, Kansas (Owner)

and Burns & McDonnell/CAS Wichita East Plant JV (Design/Builder). Owner and

Design/Builder, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

1.1. Design/Builder shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Phase 1 – Design and Preconstruction Services as more fully described in Exhibit E.

Upon completion of the Phase 1 Work, Design/Builder will submit a Phase 2 Amendment to Owner for Owner's review and acceptance. The Phase 2 Amendment will include the Contract Price for Phase 2 Work, the date for Substantial and Final Completion, the scope for the Phase 2 Work, a list of assumptions and clarifications, allowances, and time limit for acceptance.

If Owner accepts the Phase 2 Amendment in writing, as may be amended by Design/Builder with the written concurrence of the Owner, the Amendment shall become part of this Agreement.

If Owner rejects the Phase 2 Amendment, or fails to notify Design/Builder in writing on or before the date agreed to in the Phase 2 Amendment that it accepts the Phase 2 Amendment, the Phase 2 Amendment shall be deemed withdrawn and of no effect. In such event, Owner and Design/Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

Owner may suggest modifications to the Phase 2 Amendment, whereupon, if such modifications are accepted in writing by Design/Builder, the Phase 2 Amendment shall be deemed accepted and the parties shall proceed in accordance with this Agreement and the Amendment; or

Owner may terminate this Agreement for convenience in accordance with Article 14 of the Standard General Conditions of the Contract. If Owner elects to terminate this Agreement for convenience, upon Owner's payment in full for all Work performed under the Contract Documents, Design/Builder shall grant Owner a limited license to use Design/Builder's work product in connection with Owner's use of this Project only, conditioned on Owner's express understanding that its alteration of the work product without the involvement of Design/Builder is at Owner's sole risk and without liability or legal exposure to Design/Builder or anyone working by or through Design/Builder, and on the Owner's obligation to provide the indemnity set forth herein. The work product cannot be used for other projects without Design/Builder's express written consent and appropriate compensation and agreement on terms of use and indemnity. Owner shall defend, indemnify and hold harmless Design/Builder from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the work product. Design/Builder shall not be liable for either design services, work product, or the Work that is incomplete due to a termination by Owner for cause or for convenience under this Agreement, including any errors, omissions, or defects in such designs, work product, or Work which Design/Builder is prevented from correcting and completing due to any termination.

Phase 2 – Completion of Design Services and Construction of the Work as more fully described in the Phase 2 Amendment.

## ARTICLE 2 - THE PROJECT

- 2.1. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Provide engineering design, labor, materials and equipment for the Improvements to elements of the City of Wichita's Main Water Treatment Plant, commonly known as the East Plant, generally in conformance with the Design/Builder's Proposal dated March 10, 2016 and the Contract Documents attached hereto.

## ARTICLE 3 - CONTRACT TIMES

### 3.1. Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are the essence of the Contract.

### 3.2. Days to Complete Phase 1

- A. The Phase 1 Work will be completed on or before December 14, 2016.

### 3.3 Days to Achieve Substantial Completion and Final Payment

- A. The Phase 2 Work will be substantially completed on or before the date set forth in the Phase 2 Amendment and completed and ready for final payment in accordance with paragraph 13.8 of the General Conditions on or before the date set forth in the Phase 2 Amendment.

### 3.4 Liquidated Damages

- A. Design/Builder and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in the Phase 2 Amendment, plus any extensions thereof allowed in accordance with paragraph 11.02 of the General Conditions. The parties also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design/Builder agree that as liquidated damages for delay (but not as a penalty), Design/Builder shall pay Owner an amount to be negotiated and set forth in the Phase 2 Amendment for each day that expires after the time specified in the Phase 2 Amendment for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Design/Builder shall neglect, refuse or fail to complete the remaining Work within the time specified in the Phase 2 Amendment for completion and readiness for final payment or any proper extension thereof granted by Owner, Design/Builder shall pay Owner an amount to be negotiated and set forth in the Phase 2 Amendment for each day that expires after the time specified in the Phase 2 Amendment for completion and readiness for final payment.

## ARTICLE 4 - CONTRACT PRICE

- 4.1. Owner shall pay Design/Builder for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1.A, 4.1.B, and 4.1.C below and as set forth in the Phase 2 Amendment:

- A. The Phase 1 work shall not exceed:  
**Four hundred and eighty one thousand two hundred and seventy six dollars (\$481,276.00)** without the written authorization of the Owner.
- B. Phase 2 Lump Sum amount will be set forth in an amendment to this Agreement (Phase 2 Amendment).

4.2 The factor used to calculate the cost of fee for employees in the direct employ of Design/Builder performing Design Professional Services in accordance with paragraph 10.1.A.1.b of the General Conditions shall be 3.6.

4.3 Owner shall pay Design/Builder for completion of the Work in accordance with the Contract Documents at the prices stated in Design/Builder's Proposal attached hereto and Phase 2 Amendment, which may be attached at a future date.

## ARTICLE 5 - PAYMENT PROCEDURES

5.1. Design/Builder shall submit and Owner will process Applications for Payment in accordance with Article 13 of the General Conditions.

A. *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Design/Builder's Applications for Payment which are to be submitted on or about the 21st day of each month during performance of the Work as provided in paragraphs 5.1.A.1 and A.2 below. All such payments will be based on the Schedule of Values established in paragraph 2.6.A.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold in accordance with paragraph 13.3.B of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage) except that no retainage shall be withheld on the Phase I Work.

b. 100 percent (with the balance being retainage) of the cost of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 13.2.A of the General Conditions).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design/Builder to 100% percent of the Contract Price less such amounts as Owner may withhold in accordance with paragraph 13.3.B of the General Conditions.

B. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 13.8 of the General Conditions, Owner shall pay the remainder of the Contract Price.

## ARTICLE 6 - INTEREST

6.1. Not used.

## ARTICLE 7 - DESIGN/BUILDER'S REPRESENTATIONS

7.1. To induce Owner to enter into this Agreement, Design/Builder makes the following representations:

A. Design/Builder has examined and carefully studied the Contract Documents (including the Addenda) listed in paragraphs 8.1.A through E and the other related data identified in the Request for Proposals but excluding the documents described in paragraphs 8.1.F through G.

B. Design/Builder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Design/Builder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Design/Builder has carefully studied: (1) reports of explorations and tests of subsurface conditions (if any) at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified or made available by Owner, (2) reports and drawings of



Hazardous Environmental Conditions (if any) at the Site which have been identified or made available by Owner.

- E. Design/Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Design/Builder has correlated the information known to Design/Builder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- G. Design/Builder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Design/Builder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Design/Builder.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 - CONTRACT DOCUMENTS

### 8.1. The Contract Documents consist of the following:

- A. This Agreement (pages 1 to 8 inclusive);
- B. Standard General Conditions of the Contract Between Owner and Design/Builder (pages 1 to 34 inclusive);
- C. Supplementary Conditions (pages 1 to 9 inclusive);
- D. Revised Non-Discrimination and Equal Employment Opportunity / Affirmative Action Program Requirements Statement for Contracts or Agreements (pages 1 to 3 inclusive);
- E. Phase I Preliminary Design and Pre Construction Services Scope of Work (pages 1 to 6 inclusive);
- F. Phase 2 Amendment;
  - 1. Performance Bond (pages \_\_\_\_ to \_\_\_\_, inclusive); (For Phase 2 Work only)
  - 2. Payment Bond (pages \_\_\_\_ to \_\_\_\_, inclusive); (For Phase 2 Work only)
  - 3. Kansas Statutory (Public Works) Bond \_\_\_\_ and consisting of \_\_\_\_ pages; (For Phase 2 Work only)
  - 4. Work Description (Pages \_\_\_\_ to \_\_\_\_ inclusive)
  - 5. Basis of Design Memorandum (Pages \_\_\_\_ to \_\_\_\_ inclusive)
  - 6. Design / Builders Price Proposal for Phase 2 Work (Pages \_\_\_\_ to \_\_\_\_ inclusive).
- G. The following, which may be delivered; prepared, or issued after the Effective Date of this Agreement and are not attached hereto:
  - 1. Notice to Proceed;
  - 2. All Work Change Directives, and Change Orders amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.4.A of the General Conditions;
  - 3. Specifications as defined in Paragraph 1.1.A.40 of the General Conditions; and
  - 4. Drawings as defined in Paragraph 1.1.A.18 of the General Conditions.

### 8.2. The documents listed in paragraph 8.1 above are attached to this Agreement (except as expressly noted otherwise above).

- 8.3. There are no Contract Documents other than those listed above in this Article 8.
- 8.4. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.4 of the General Conditions.

#### ARTICLE 9 - MISCELLANEOUS

- 9.1. The Standard General Conditions of the Contract Between Owner and Design/Builder are referred to herein as the General Conditions.
- 9.2. Terms used in this Agreement will have the meanings indicated in the General Conditions.
- 9.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.4. Owner and Design/Builder each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design/Builder.

IN WITNESS WHEREOF, Owner and Design/Builder have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Design/Builder. All portions of the Contract Documents have been signed, initialed or identified by Owner and Design/Builder.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

City of Wichita Kansas

By: \_\_\_\_\_

Title: Jeff Longwell, Mayor

Attest: \_\_\_\_\_

Karen Sublett, City Clerk

Address for giving notices:

Gary Janzen

455 N. Main, 7th Floor

Wichita, KS 67202

Approved as to form:

Jennifer Magana, City Attorney  
and Director of Law

DESIGN / BUILDER

Burns & McDonnell / CAS Wichita East Plant JV, through its authorized Agents:

Burns & McDonnell Engineering Company, Inc.

By: \_\_\_\_\_

Ron Coker, P.E., Senior Vice President

Attest: \_\_\_\_\_

Address for giving notices:

9400 Ward Parkway, Kansas City, MO 64114

Kansas Engineering License: E-65

And

CAS Constructors, LLC

By: \_\_\_\_\_

Michael Hafling, P.E., President

Attest: \_\_\_\_\_

Address for giving notices:

3500 SW Fairlawn Road. Topeka, KS 66614

Contractor License No.: City of Wichita, BUS200706952

CER2007-086



**Engineers Joint Documents Committee  
Design and Construction Related Documents  
Instructions and License Agreement**

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The license is effective until terminated. You may terminate it at any time by destroying EJCDC Design and Construction Related Documents altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy EJCDC Design and Construction Related Documents along with all copies, modifications and merged portions in any form.

**Limited Warranty:**

EJCDC warrants the CDs and diskettes on which EJCDC Design and Construction Related Documents is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in EJCDC Design and Construction Related Documents will meet your requirements or that the operation of EJCDC Design and Construction Related Documents will be uninterrupted or error free.

**Limitations of Remedies:**

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use EJCDC Design and Construction Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**General:**

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.  
General Counsel  
National Society of Professional Engineers  
1420 King Street  
Alexandria, VA 22314

Phone: (703) 684-2845  
Fax: (703) 836-4875  
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.  
This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

Exhibit B

**STANDARD GENERAL CONDITIONS OF THE  
CONTRACT BETWEEN  
OWNER AND DESIGN/BUILDER**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

These General Conditions have been prepared for use with either one of the two Agreements between Owner and Design/Builder (Nos. D-520 and D-525, 2002 Editions) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated and a change in one may necessitate a change in the others. *The suggested language and instructions contained in the Guide to Use of EJCDC Design/Build Documents (No. D-001, 2002 Edition)* is also carefully interrelated with the language of these General Conditions. The Guide also contains comments concerning the use of the General Conditions.

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**American Society of Civil Engineers  
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# STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.1 Defined Terms

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Addenda* – Written or graphic instruments issued prior to the opening of Proposals which clarify, correct or change the Request for Proposals or the Contract Documents.

2. *Agreement* – The written instrument which is evidence of the agreement between Owner and Design/Builder covering the Work.

3. *Application for Payment* – The form which is to be used by Design/Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bonds* – Performance and payment bonds and other instruments of security.

6. *Change Order* – A written order which is signed by Design/Builder and Owner which authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on, or after the Effective Date of the Agreement.

7. *Claim* – A demand or assertion by Owner or Design/Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a claim.

8. *Conceptual Documents* – The drawings and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, including those items enumerated in the

Request for Proposals which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for Owner.

9. *Construction* – The result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.

10. *Construction Subagreement* – A written agreement between Design/Builder and a construction Subcontractor for provision of Construction.

11. *Contract* – The entire and integrated written agreement between Owner and Design/Builder concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

13. *Contract Price* – The moneys payable by Owner to Design/Builder for completion of the Work in accordance with the Contract Documents.

14. *Contract Times* – The numbers of days or the dates stated in the Agreement to (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment in accordance with paragraph 13.08.

15. *Design/Builder* – The individual or entity with whom Owner has entered into the Agreement.

16. *Design Subagreement* – A written agreement between Design/Builder and a design professional for provision of Design Professional Services.

17. *Design Professional Services* – Services related to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals during Bidding/Negotiating, Construction, or Operational phases.

18. *Drawings* – Those portions of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of drawings, diagrams,

illustrations, schedules and other data which show the scope, extent, and character of the Work.

19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Field Order* – A written order issued by Owner which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, Hazardous Waste, PCB's, Petroleum Products or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto on connection with the Work.

22. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

23. *Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

24. *Liens* – Charges, security interests or encumbrances upon real property or personal property.

25. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

26. *Notice of Award* – The written notice by Owner to the successful proposer stating that upon compliance by the successful proposer with the conditions precedent included therein, within the time specified, Owner will sign and deliver the Agreement.

27. *Notice to Proceed* – A written notice given by Owner to Design/Builder fixing the date on which the Contract Times will commence to run and on which Design/Builder shall start to perform the Work.

28. *Owner* – The individual or entity with whom Design/Builder has entered into the Agreement and for whom the Work is to be performed.

29. *Owner's Consultant* – An individual or entity with whom the Owner may contract to furnish services to Owner with respect to the Project and who is identified as such in the Supplementary Conditions.

30. *Partial Utilization* – Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

31. *PCBs* – Polychlorinated biphenyls.

32. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

33. *Project* – The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

34. *Proposal* – The documents submitted by Design/Builder in response to the Request for Proposals setting forth the design concepts, proposed prices, and other conditions for the Work to be performed.

35. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Request for Proposals* – The document prepared by or for Owner specifying and describing Owner's objectives and the procedure to be followed in preparing and submitting a Proposal and awarding a contract.

37. *Resident Project Representative* – The authorized representative of Owner who may be assigned to the Site or any part thereof.

38. *Schedule of Values* – A schedule prepared by Design/Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.

39. *Site* – Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design/Builder.

40. *Specifications* – The part of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

41. *Subcontractor* – An individual or entity other than a Supplier having a direct contract with Design/Builder or with any other Subcontractor for the performance of a part of the Work.

42. *Submittal* – A written or graphic document prepared by or for Design/Builder which is required by the Contract Documents to be submitted to Owner by Design/Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.

43. *Substantial Completion* – The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions* – The part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Design/Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design/Builder or any Subcontractor.

46. *Unit Price Work* – Work to be paid for on the basis of unit prices.

47. *Work* – The entire construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents.

48. *Work Change Directive* – A written directive to Design/Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change, directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.2 Terminology

### A. Intent of Certain Terms or Adjectives:

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.

3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.

5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design/Builder, "provide" is implied.

7. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

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### 2.1 Delivery of Bonds

A. When Design/Builder delivers the executed Agreements to Owner, Design/Builder shall also deliver to Owner such Bonds as Design/Builder may be required to furnish in accordance with paragraph 5.01.A.

### 2.2 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. Unless agreed to in writing by Owner and Design/Builder, the Contract Times will commence to run no later than the ninetieth day after the last day for receipt of the Proposal or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### 2.3 Starting the Work

A. Design/Builder shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

### 2.4 Before Starting the Work

A. *Design/Builder's Review of Contract Documents:* Before undertaking each part of the Work, Design/Builder shall carefully study and compare those Contract Documents prepared by Owner and check and verify pertinent figures therein and all applicable field measurements. Design/Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design/Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby; however, Design/Builder shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Design/Builder knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design/Builder shall submit the following to Owner for its timely review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. A preliminary schedule of Submittals which will list each required Submittal and the times for submitting, reviewing and processing each Submittal;

3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and

4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

C. *Evidence of Insurance:* Before any Work at the Site is started, Design/Builder and Owner shall each deliver to the other, certificates of insurance as required by paragraph 5.03 which Design/Builder and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.5 Initial Conference

A. Within twenty days after the Contract Times start to run, Design/Builder will arrange a conference attended by Owner and Design/Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in paragraph 2.04.B, procedures for handling Submittals, processing Applications for Payment, maintaining required records, items required pursuant to paragraph 8.01.A.6 and other matters.

### 2.6 Initial Acceptance of Schedules

A. At least ten days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design/Builder will arrange a conference attended by Design/Builder, Owner and others as appropriate to review for acceptability the schedules submitted in accordance with paragraph 2.04.B. Design/Builder shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Design/Builder until the acceptable schedules are submitted to Owner.

1. The progress schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on Owner responsibility for the progress schedule, for sequencing, scheduling or progress of the Work nor interfere with nor relieve Design/Builder from Design/Builder's full responsibility therefor.

2. Design/Builder's schedule of Submittals will be acceptable to Owner if it provides a workable

arrangement for reviewing and processing the required Submittals.

3. Design/Builder's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the work.

## **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

### **3.1 Intent**

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for at no additional cost to Owner.

### **3.2 Reference Standards**

A. Standards, Specifications, Codes, Laws or Regulations.

1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the last day for receipt of Proposals except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, code, or instruction of a Supplier shall be effective to change the duties and responsibilities of Owner, Design/Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents; nor shall it be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### **3.3 Resolving Discrepancies**

A. In the event of a discrepancy between the Conceptual Documents on the one hand and the Proposal or Drawings or Specifications on the other hand, the Conceptual

Documents will control except when Owner has approved a Submittal pursuant to paragraph 6.17.B.

B. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### **3.4 Amending and Supplementing Contract Documents**

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Owner's approval of required Submittals (pursuant to paragraph 6.17.B);

2. A Work Change Directive;

3. A Change Order;

4. A Field Order.

### **3.5 Reuse of Documents**

A. All documents including Drawings and Specifications prepared or furnished by Design/Builder pursuant to this Agreement are for Design/Builder's own use, and Design/Builder shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others. However, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse or any continued use after any termination without written verification or adaptation by Design/Builder for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design/Builder and Owner shall indemnify and hold harmless Design/Builder and Subcontractors from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Design/Builder to further compensation at rates to be agreed upon by Owner and Design/Builder.

### 3.6 Electronic Data

A. Copies of data furnished by Owner to Design/Builder or Design/Builder to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## ARTICLE 4 – AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### 4.1 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Design/Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site which Design/Builder will have to comply in performing the Work. Unless otherwise provided in the Contract Documents, Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Design/Builder and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in Owner's furnishing the Site, Design/Builder may make a Claim therefor as provided in Article 9.

B. Upon reasonable written request, Owner shall furnish Design/Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws or Regulations.

C. Design/Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 4.2 Differing Site Conditions

A. Design/Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

B. Owner will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Design/Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 9.

C. No request by Design/Builder for an equitable adjustment under paragraph 4.02 shall be allowed unless Design/Builder has given the written notice required; provided that the time prescribed in 9.03.A for giving written notice may be extended by Owner.

D. The provisions of this paragraph 4.02 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

### 4.3 Reference Points

A. Design/Builder shall be responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner pursuant to paragraph 8.01.A.6.e, and shall make no changes or relocations without the prior written approval of Owner. Design/Builder shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

### 4.4 Hazardous Environmental Condition at Site

A. Design/Builder will not be responsible for any Hazardous Environmental Condition encountered at the Site which was not identified in the Contract Documents to be within the scope of the Work. Design/Builder shall be responsible for materials creating a Hazardous Environmental Condition created by any materials brought to the Site by Design/Builder, Subcontractors, Suppliers or anyone else for whom Design/Builder is responsible.

B. If Design/Builder encounters a Hazardous Environmental Condition, Design/Builder shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Construction in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify Owner (and thereafter confirm such notice in writing). Owner shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.

C. Design/Builder shall not be required to resume Construction in connection with such Hazardous Environmental Condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Design/Builder written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Construction, or (ii) specifying any special conditions under which such

Construction may be resumed safely. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed to be resumed by Design/Builder, either party may make a Claim therefor as provided in Article 9.

D. If after receipt of such special written notice Design/Builder does not agree to resume Construction based on a reasonable belief it is unsafe, or does not agree to resume such Construction under such special conditions, then Owner may order such portion of the Work that is related to such Hazardous Environmental Condition to be deleted from the Work. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Article 9. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

E. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder, Subcontractors, Suppliers and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Contract Documents to be included in the scope of the Work; and (iii) was not created by Design/Builder or by anyone for whom Design/Builder is responsible. Nothing in this paragraph 4.04.E shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

F. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultant and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition created by Design/Builder or anyone for whom Design/Builder is responsible. Nothing in this paragraph 4.04.F shall obligate Design/Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

## ARTICLE 5 – BONDS AND INSURANCE

### 5.1 Performance, Payment and Other Bonds

A. Design/Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Design/Builder's obligations to furnish, provide and pay for Work and related materials under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Design/Builder shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the Audit Staff, Bureau of Government Financial Operations, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by Design/Builder is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B and 5.02, Design/Builder shall within twenty days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

### 5.2 Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Design/Builder shall be obtained from surety or insurance companies that are duly licensed or authorized in the



jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.3 Certificates of Insurance

A. Design/Builder shall deliver to Owner, with copies to each additional insured indicated in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Design/Builder is required to purchase and maintain. Owner shall deliver to Design/Builder, with copies to each additional insured indicated in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Design/Builder or any other additional insured) which Owner is required to purchase and maintain.

### 5.4 Design/Builder's Liability Insurance

A. Design/Builder shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Design/Builder's performance of the Work and Design/Builder's other obligations under the Contract Documents, whether it is to be performed by Design/Builder, any Subcontractor or Supplier or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design/Builder's employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design/Builder's employees;

4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Design/Builder, or (ii) by any other person for any other reason;

5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by paragraph 5.4.A shall:

1. With respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, (subject to any customary exclusion in respect of professional liability) include as additional insureds Owner and Owner's Consultants and any other persons or entities indicated in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, and employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. Include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. Include completed operations insurance;

4. Include contractual liability insurance covering Design/Builder's indemnity obligations under paragraphs 6.11.A.3 and 6.21;

5. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Design/Builder pursuant to paragraph 5.03 will so provide);

6. Remain in effect at least until final payment and at all times thereafter when Design/Builder may be correcting, removing or replacing defective Construction in accordance with paragraphs 12.06 and 12.07; and

7. With respect to completed operations insurance, and any other insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Design/Builder shall furnish Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter).

### 5.5 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Design/Builder under paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense

Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

## 5.6 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Construction at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws or Regulations). This insurance will:

1. Include the interests of Owner, Owner's Consultant, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Construction, temporary buildings, falsework and all materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Construction, provided that such materials and equipment have been included in an Application for Payment approved by Owner;

5. Allow partial utilization in accordance with paragraph 13.06;

6. Include testing and startup; and

7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner and Design/Builder with thirty days' written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may

be required by the Supplementary Conditions or Laws or Regulations which will include the interests of Owner, Owner's Consultants, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Owner in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days' prior written notice has been given to Design/Builder and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Design/Builder, Subcontractors, Suppliers, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by Design/Builder, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Design/Builder requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Design/Builder by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Design/Builder whether or not such other insurance has been procured by Owner.

## 5.7 Waiver of Rights

A. Owner and Design/Builder intend that all policies purchased in accordance with paragraph 5.06 will protect Owner, Owner's Consultant, Design/Builder, Subcontractors, Suppliers, and all other individuals or entities indicated in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Design/Builder waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work, and, in addition,

waive all such rights against Owner's Consultant, Subcontractors, Suppliers, and all other individuals or entities indicated in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Design/Builder, Subcontractors, and Suppliers and the officers, directors, employees and agents of any of them for:

1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property caused by, arising out of or resulting from fire or other peril whether or not insured by Owner; and

2. Loss or damage to the completed Project or any part thereof caused by, arising out of, or resulting from fire or other insured peril or cause or loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to paragraph 13.06, after Substantial Completion pursuant to paragraph 13.05, or after final payment pursuant to paragraph 13.08.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Design/Builder, Subcontractors, Owner's Consultant, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

#### **5.8 Receipt and Application of Insurance Proceeds**

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Construction shall be repaired or

replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the

parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### **5.9 Acceptance of Bonds and Insurance; Option to Replace**

A. If either Owner or Design/Builder has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of their not complying with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.04.C. Owner and Design/Builder shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was supposed to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### **5.10 Partial Utilization, Acknowledgment of Property Insurance**

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### **ARTICLE 6 – DESIGN/BUILDER'S RESPONSIBILITIES**

#### **6.1 Design Professional Services**

A. *Standard of Care.* The standard of care for Design Professional Services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and locality.

B. *Preliminary Design Phase.* After the Contract Times commence to run, Design/Builder shall:

1. Consult with Owner to understand Owner's requirements for the Project and review available data;

2. Advise Owner as to the necessity of Owner's providing or obtaining from others additional reports, data, or services of the types provided in paragraph 8.01.A.6.a-g and assist Owner in obtaining such reports, data, or services;

3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design/Builder with whom consultation is to be undertaken in connection with the Project;

4. Obtain such additional geotechnical and related information which it deems necessary for performance of the Work;

5. On the basis of the Conceptual Documents and Design/Builder's Proposal, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;

6. Furnish the preliminary design documents to and review them with Owner within the times indicated in the schedules described in paragraphs 2.06.A.1 and 2.06.A.2; and

7. Identify any variations in the preliminary design documents from the Contract Documents in accordance with 6.17.B;

C. *Final Design Phase.* After written acceptance by Owner of the preliminary design phase documents Design/Builder shall:

1. On the basis of the accepted Preliminary Design Phase documents, prepare final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design/Builder and Specifications (which will be prepared, where appropriate, in general conformance with the sixteen division format of the Construction Specifications Institute);

2. Provide technical criteria, written descriptions and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project; and assist Owner in consultations with appropriate authorities;

3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the

times indicated in the schedules described in paragraphs 2.06.A.1 and 2.06.A.2; and

4. Identify any deviations from other Contract Documents in accordance with paragraph 6.17.B.

## **6.2 Supervision and Superintendence of Construction**

A. Design/Builder shall supervise, inspect and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design/Builder shall be solely responsible for the means, methods, techniques, sequences and procedures of Construction. Design/Builder shall be responsible to see that the completed Construction complies accurately with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.

B. At all times during the progress of Construction, the Design/Builder shall assign a competent resident superintendent thereto, who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Design/Builder's representative at the Site and shall have authority to act on behalf of Design/Builder. All communications given to or received from the superintendent shall be binding on Design/Builder.

## **6.3 Labor, Working Hours**

A. Design/Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design/Builder shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Construction at the Site shall be performed during regular working hours, and Design/Builder will not permit overtime work or the performance of Construction on Saturday, Sunday or any legal holiday without Owner's written consent, which will not be unreasonably withheld.

## **6.4 Services, Materials, and Equipment**

A. Unless otherwise specified in the Contract Documents, Design/Builder shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the Work.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and

guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If reasonably required by Owner, Design/Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

#### 6.5 Progress Schedule

A. Design/Builder shall adhere to the progress schedule established in accordance with paragraph 2.06.A as it may be adjusted from time to time as provided below:

1. Design/Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 11.02. Such adjustments may only be made by a Change Order or.

#### 6.6 Concerning Subcontractors, Suppliers, and Others

A. Design/Builder shall not employ any Subcontractor, Supplier, or other individual or entity against whom Owner may have reasonable objection. Design/Builder shall not be required to employ any Subcontractor, Supplier or other individual or entity to furnish or perform any of the Work against whom Design/Builder has reasonable objection.

B. Design/Builder shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers and other individuals or entities performing or furnishing any of the Work just as Design/Builder is responsible for Design/Builder's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier, or other individual or entity, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws or Regulations.

C. Design/Builder shall be solely responsible for scheduling and coordinating Subcontractors, Suppliers and other individuals and entities performing or furnishing any of the Work under a direct or indirect contract with Design/Builder.

D. Design/Builder shall require all Subcontractors, Suppliers and such other individuals and entities performing

or furnishing any of the Work to communicate with the Owner through Design/Builder.

E. All Work performed for Design/Builder by a Subcontractor or Supplier will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design/Builder and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the Design/Builder and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Design/Builder, Owner's Consultant, and all other additional insureds (and their officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Design/Builder will obtain the same.

#### 6.7 Patent Fees and Royalties

A. Design/Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual Documents for use in the performance of the Construction and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Conceptual Documents.

B. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not identified in the Conceptual Documents.

C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder and its officers, directors, partners, employees or agents, Subcontractors and Suppliers from and against all claims, costs, losses and damages (including but not limited to

all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device required by the Conceptual Documents.

## 6.8 Permits

A. Unless otherwise provided in the Contract Documents, Design/Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. Owner shall assist Design/Builder, when necessary, in obtaining such permits, licenses and approvals. Design/Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work, which are applicable on the last day for receipt of Proposals. Design/Builder shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto.

## 6.9 Laws or Regulations

A. Design/Builder shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design/Builder's compliance with any Laws or Regulations.

B. If Design/Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design/Builder shall bear all costs arising therefrom.

C. Changes in Laws or Regulations not known on the date of receipt of Proposals having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Times.

## 6.10 Taxes

A. Design/Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design/Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas.

1. Design/Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with

construction equipment or other materials or equipment. Design/Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of Work, Design/Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design/Builder's performance of the Construction.

B. *Removal of Debris.* During the performance of the Construction, Design/Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

C. *Cleaning.* Prior to Substantial Completion, Design/Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design/Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures.* Design/Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design/Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

## 6.12 Record Documents

A. Design/Builder shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and Work Change Directives in good order and annotated to show all changes made during performance of the Work. These record documents together with all approved Submittals will be available to Owner for reference. Upon completion of the Work, these record documents and Submittals, including a

reproducible set of record drawings, will be delivered to Owner.

### 6.13 Safety and Protection

A. Design/Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design/Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. Design/Builder shall comply with applicable Laws or Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design/Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Design/Builder, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design/Builder.

D. Design/Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design/Builder in accordance with paragraph 13.08.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

### 6.14 Safety Representative

A. Design/Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### 6.15 Hazard Communication Programs

A. Design/Builder shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

### 6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design/Builder is obligated to act to prevent threatened damage, injury or loss. Design/Builder shall give Owner prompt written notice if Design/Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design/Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

### 6.17 Submittals

A. Owner will review and approve Submittals in accordance with the schedule of required Submittals accepted by Owner as required by paragraph 2.06.A. Owner's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the construction, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

B. Owner's review and approval of Submittals shall not relieve Design/Builder from responsibility for any variation from the requirements of the Contract Documents unless Design/Builder has in a separate written communication at the time of submission called Owner's attention to each such variation and Owner has given written approval.

C. Construction prior to Owner's review and approval of any required Submittal will be at the sole risk of Design/Builder.

### 6.18 Continuing the Work

A. Design/Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending

resolution of any disputes or disagreements, except as Design/Builder and Owner may otherwise agree in writing.

#### 6.19 Post-Construction Phase

##### A. Design/Builder shall:

1. Provide assistance in connection with the start-up, testing, refining and adjusting of any equipment or system.
2. Assist Owner in training staff to operate and maintain the Work.
3. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Work.

#### 6.20 Design/Builder's General Warranty and Guarantee

A. Design/Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective. Design/Builder's warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification or improper maintenance or operation by persons other than Design/Builder, Subcontractors, or Suppliers or any other individual for whom Design/Builder is responsible; or
2. Normal wear and tear under normal usage.

B. Design/Builder's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design/Builder's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner;
2. The making of any progress or final payment;
3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any acceptance by Owner or any failure to do so;
6. Any review and approval of a Submittal;
7. Any inspection, test or approval by others; or

8. Any correction of defective Construction by Owner.

#### 6.21 Indemnification

A. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants, and the officers, directors, partners, employees, agents, other consultants and subcontractors of each from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of Construction, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Design/Builder, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work.

B. In any and all claims against Owner, Owner's Consultant or any of their respective consultants, agents, officers, directors, partners or employees by any employee (or the survivor or personal representative of such employee) of Design/Builder, any Subcontractor, any Supplier, any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.21.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design/Builder or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts.

C. The indemnification obligations of Design/Builder under paragraph 6.21.A shall not extend to the liability of Owner's Consultant, and their officers, directors, partners, employees, agents, other consultants, and subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

#### ARTICLE 7 – OTHER CONSTRUCTION

##### 7.01 Related Work at Site

A. Owner may perform other Work related to the Project at the Site by Owner's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:



1. Written notice thereof will be given to Design/Builder prior to starting any such other work; and

2. Design/Builder may make a Claim therefor as provided in Article 9 if Design/Builder believes that such performance will involve additional expense to Design/Builder or requires additional time and the parties are unable to agree as to the amount or extent thereof.

B. Design/Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design/Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design/Builder shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design/Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design/Builder in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Design/Builder's Work depends upon work performed or services provided by others under this Article 7, Design/Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design/Builder's Work. Design/Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design/Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

## 7.2 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. The individual or entity who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

## ARTICLE 8 – OWNER'S RESPONSIBILITIES

### 8.1 General

A. Owner shall do the following in a timely manner so as not to delay the services of Design/Builder:

1. Designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, make decisions with respect to performance of the Work, and shall provide such other services as may be agreed upon;

2. Provide such legal services as Owner may require with regard to legal issues pertaining to the Project including any that may be raised by Design/Builder;

3. If requested in writing by Design/Builder, furnish reasonable evidence satisfactory to Design/Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design/Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days notice to the Owner;

4. Make payments to Design/Builder promptly when they are due as provided in paragraph 13.03 and 13.08;

5. Furnish the Site as set forth in paragraph 4.01.A;

6. Furnish to Design/Builder, as required for performance of Design/Builder's Services the following, all of which Design/Builder may use and rely upon in performing services under this Agreement:

a. Environmental assessment and impact statements;

b. Property, boundary, easement, right-of-way, topographic, and utility surveys;

c. Property descriptions;

d. Zoning, deed, and other land use restrictions;

e. Engineering surveys to establish reference points for design and construction which in Owner's judgment are necessary to enable Design/Builder to proceed with the Work;

f. Assistance to Design/Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project;

g. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents; and

h. All subsurface data at or contiguous to the Site which Owner may have obtained.

7. Review Submittals subject to Owner review pursuant to paragraph 6.17.A; and

8. Provide information known to or in the possession of Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

## **8.2 Insurance**

A. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

## **8.3 Limitations on Owner's Responsibilities**

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design/Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design/Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design/Builder's failure to perform the Work in accordance with the Contract Documents.

## **8.4 Undisclosed Hazardous Environmental Condition**

A. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the Site is set forth in paragraph 4.04.

## **8.5 Resident Project Representation**

A. Owner may furnish a Resident Project Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions.

## **8.6 Owner's Consultant**

A. Owner's Consultant, if any, has no duties, responsibilities, or authorities with respect to Design/Builder, unless so provided in the Supplementary Conditions.

# **ARTICLE 9 – CHANGES IN THE WORK; CLAIMS**

## **9.1 Authorized Changes in the Work**

A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design/Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

## **9.2 Unauthorized Changes in the Work**

A. Design/Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Construction as provided in paragraph 12.04.

## **9.3 Claims**

A. *Notice.* If Owner and Design/Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of any order of Owner pursuant to paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a Claim may be made therefor. Written notice of intent to make such a Claim shall be submitted to the other party promptly and in no event more than 15 days after the start of the occurrence or event giving rise to the Claim.

B. *Documentation.* Substantiating documentation shall be submitted by the claiming party within 30 days after delivery of the notice required by paragraph 9.03.A.

C. *Decision.* The other party shall render a decision on the Claim no more than 30 days after the receipt of the substantiating documentation required by paragraph 9.03.B. This decision will be final and binding unless the claiming party gives notice of intention to exercise its rights under Article 15 within 30 days of receipt of the decision and exercises such rights within 30 days of giving the notice of intent.

D. *Time Limit Extension.* The time limits of paragraphs 9.03.B and 9.03.C may be extended by mutual agreement.

#### 9.4 Execution of Change Orders

A. Owner and Design/Builder shall execute appropriate Change Orders covering:

1. Changes in the Work which are (i) ordered by Owner pursuant to paragraph 9.01, (ii) required because of acceptance of defective Construction under paragraph 12.08 or Owner's correction of defective Work under paragraph 12.09 or (iii) agreed to by the parties; and

2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.

#### 9.5 Notice to Sureties

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design/Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

### ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

#### 10.1 Cost of the Work

A. *Costs Included.* The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design/Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design/Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 10.01.B:

1. Payroll costs for employees in the direct employ of Design/Builder in the performance of the Work under schedules of job classifications agreed upon by Owner and Design/Builder.

a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.

b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this paragraph 10.01.A.1, Design/Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design/Builder unless Owner deposits funds with Design/Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design/Builder shall make provisions so that they may be obtained.

3. Payments made by Design/Builder to Subcontractors (excluding payments for Design Professional Services pursuant to paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design/Builder's Cost of the Work and fee.

4. Payments made by Design/Builder for Design Professional Services provided or furnished under a Design Subagreement.

5. Costs of special consultants (including but not limited to testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

6. Supplemental costs including the following items:

a. The proportion of necessary transportation, travel and subsistence expenses of Design/Builder's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design/Builder.

c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design/Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design/Builder is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of Design/Builder, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; and royalty payments and fees for permits and licenses.

f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design/Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design/Builder's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. Cost of premiums for all Bonds and insurance Design/Builder is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded.* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Design/Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Design/Builder whether at the Site or in Design/Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.01.A.1, all of which are to be considered administrative costs covered by the Design/Builder's fee.

2. Expenses of Design/Builder's principal and branch offices other than Design/Builder's office at the Site.

3. Any part of Design/Builder's capital expenses, including interest on Design/Builder's capital employed for the Work and charges against Design/Builder for delinquent payments.

4. Costs due to the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.01.A.

C. *Design/Builder's Fee.* When all the Work is performed on the basis of cost-plus, Design/Builder's fee shall be as set forth in the Agreement. When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design/Builder's fee shall be determined as set forth in paragraph 11.01.C.

D. *Documentation.* Whenever the cost of any Work is to be determined pursuant to paragraph 10.01.A and 10.01.B, Design/Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

## 10.2 Cash Allowances

A. The Contract Price includes all allowances so named in the Contract Documents. Design/Builder shall cause the Work so covered to be performed for such sums as may be acceptable to Owner. Design/Builder agrees that:

1. The allowances include the cost to Design/Builder (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Except as set forth in the Contract Documents, Design/Builder's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design/Builder on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

## 10.3 Unit Prices

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design/Builder will be made by Owner.

B. Each unit price will be deemed to include an amount considered by Design/Builder to be adequate to cover Design/Builder's overhead and profit for each separately identified item.

C. Design/Builder or Owner may make a Claim for an adjustment in the Contract Price in accordance with Article 9 if:

1. the quantity of any item of Unit Price Work performed by Design/Builder differs materially and significantly from the estimated quantity of such item indicated in the Contract Documents;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Design/Builder believes that it is entitled to an increase in Contract Price as a result of having incurred

additional expense or Owner believes it is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 11.1 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the Claim to the other party promptly in accordance with paragraph 9.03.A.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 10.03); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.01.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 10.01) plus a Design/Builder's Fee for overhead and profit (determined as provided in paragraph 11.01.C).

C. Design/Builder's Fee: The Design/Builder's fee for overhead and profit on Change Orders shall be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under paragraphs 10.01.A.1.a and 10.01.A.2, the Design/Builder's fee shall be 15 percent;

b. For costs incurred under paragraph 10.01.A.3 10.01.A.4; 10.01.A.5 and 10.01.A.6, the Design/Builder's fee shall be five percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.01.C.1 and 11.01.C.2.a is that the Subcontractor who actually performs or furnishes Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 10.01.A.1 and 10.01.A.2 and that any higher tier Subcontractor and Design/Builder will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. The amount of credit to be allowed by Design/Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design/Builder's fee by an amount equal to five percent of such net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in Design/Builder's fee shall be computed on the basis of the net change in accordance with paragraphs 11.01.C.2.a through 11.01.C.2.d, inclusive.

## **11.02 Change of Contract Times**

A. The Contract Times (or Milestones) may only be changed by a Change Order. Any Claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice pursuant to paragraph 9.03.A.

B. *Delays Beyond Design/Builder's Control.* Where Design/Builder is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Design/Builder, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 11.02.A. Delays beyond the control of Design/Builder shall include, but not be limited to, acts or neglect by Owner, governmental agencies, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

C. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design/Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Design/Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design/Builder's ability to complete the Work within the Contract Times.

D. If Design/Builder is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Design/Builder, then Design/Builder shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Design/Builder's ability to complete the Work within the Contract Times. Such an adjustment shall be Design/Builder's sole and exclusive remedy for the delays described in this Paragraph 11.02.C.

E. Owner and Owner's Consultant shall not be liable to Design/Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design/Builder on or in connection with any other project or anticipated project.

F. Design/Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Design/Builder. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design/Builder.

## **ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION**

### **12.1 Notice of Defects**

A. Owner shall give Design/Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected or accepted as provided in this Article 12.

### **12.2 Access to Construction**

A. Owner, Owner's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design/Builder shall provide them proper and safe conditions for such access and advise them of Design/Builder's Site safety procedures and programs so that they may comply therewith as applicable.

### **12.3 Tests and Inspections**

A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, Design/Builder shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all

costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design/ Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design/Builder's purchase thereof for incorporation in the Work.

B. Design/Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.

C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design/Builder without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation at Design/Builder's expense unless Design/Builder has given Owner timely notice of Design/Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

#### 12.4 Uncovering Construction

A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design/Builder's expense.

B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design/Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. If it is found that such Construction is defective, Design/Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If, however, such Construction is not found to be defective, Design/Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design/Builder may make a Claim therefor as provided in Article 9.

#### 12.5 Owner May Stop Construction

A. If Construction is defective, or Design/Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design/Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design/Builder or any other party.

#### 12.6 Correction or Removal of Defective Construction

A. Owner will have authority to disapprove or reject defective Construction and will have authority to require special inspection or testing of the Construction whether or not the Construction is fabricated, installed or completed. If required by Owner, Design/Builder shall promptly, as directed, either correct all defective Construction, whether or not fabricated, installed or completed, or, if the Construction has been rejected by Owner, remove it from the Site and replace it with non-defective Construction. Design/Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

#### 12.7 Correction Period

A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design/Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design/Builder.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial

Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Conceptual Documents.

C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, removed or replaced under this paragraph 12.07, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

## **12.8 Acceptance of Defective Construction**

A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. Design/Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Construction. If any

such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If the acceptance occurs after final payment, an appropriate amount will be paid by Design/Builder to Owner.

## **12.9 Owner May Correct Defective Construction**

A. If Design/Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction as required by Owner in accordance with paragraphs 12.06.A or 12.07.A, or if Design/Builder fails to perform the Construction in accordance with the Contract Documents, or if Design/Builder fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Design/Builder, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph 12.09 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design/Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design/Builder's services related thereto, take possession of Design/Builder's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere. Design/Builder shall allow Owner, Owner's Consultant, Owner's representatives, agents, employees, and other contractors access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this paragraph 12.09 will be charged against Design/Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9.

D. Design/Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this paragraph 12.09.

## **ARTICLE 13 – PAYMENTS TO DESIGN/BUILDER AND COMPLETION**

### **13.1 Schedule of Values**

A. The Schedule of Values established as provided in paragraph 2.06.A will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

### **13.2 Application for Progress Payment**

A. On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design/Builder shall submit to Owner for review an Application for Payment filled out and signed by Design/Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

B. Beginning with the second Application for Payment, each Application shall include an affidavit of Design/Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design/Builder's legitimate obligations associated with prior Applications for Payment.

C. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.



### 13.3 Progress Payments

A. *Procedure.* Progress payments shall be made by the Owner to the Design/Builder according to the following procedure:

1. Owner will, within ten days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design/Builder indicating in writing its reasons for refusing to accept the Application. Not more than ten days after accepting such Application the amount will become due and when due will be paid by Owner to Design/Builder.

2. If Owner should fail to pay Design/Builder at the time the payment of any amount becomes due, then Design/Builder may, at any time thereafter, upon serving written notice that he will stop the Work within seven days after receipt of the notice by Owner, and after such seven day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.

3. Payments due but unpaid shall bear interest at the rate specified in the Agreement.

4. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

B. *Reduction in or Refusal to Make Payment.* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. the Construction is defective, or completed Construction has been damaged requiring correction or replacement; or

2. the Contract Price has been reduced by Change Order; or

3. Owner has been required to correct defective Construction or complete Work in accordance with paragraph 12.09.A; or

4. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.A; or

5. Claims have been made against Owner on account of Design/Builder's performance or furnishing of the Work; or

6. Liens have been filed in connection with the Work, except where Design/Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

7. There are other items entitling Owner to a set off against the amount for which application is made.

C. If Owner refuses to make payment of the full amount requested by Design/Builder, Owner must give Design/Builder immediate written notice stating the reasons for such action and promptly pay Design/Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design/Builder the amount withheld or any adjustment thereto agreed to when Design/Builder corrects to Owner's satisfaction the reason for such action.

### 13.4 Design/Builder's Warranty of Title

A. Design/Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

### 13.5 Substantial Completion

A. When Design/Builder considers the Work ready for its intended use Design/Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design/Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design/Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design/Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design/Builder a written determination as to division of responsibilities pending final payment between Owner and Design/Builder with respect to security, operation, safety, protection of Construction, maintenance, heat, utilities, insurance and warranties and guarantees.

B. Owner will have the right to exclude Design/Builder from the Site after the date of Substantial Completion, but Owner will allow Design/Builder reasonable access to complete or correct items on the list of items to be completed.

### 13.6 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design/Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design/Builder's performance of the remainder of the Construction, subject to the following:

1. Owner at any time may request Design/Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design/Builder agrees that such part of the Work is substantially complete, Design/Builder will certify to Owner that such part of the Construction is substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Construction. Design/Builder at any time may notify Owner in writing that Design/Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner and Design/Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

### 13.7 Final Inspection

A. Upon written notice from Design/Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design/Builder and will notify Design/Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design/Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### 13.8 Final Payment

A. Application for Payment.

1. After Design/Builder has completed all such corrections to the satisfaction of Owner and delivered in

accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, record documents (as provided in paragraph 6.12) and other documents, Design/Builder may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by paragraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in paragraph 13.08.A.2 and as approved by Owner, Design/Builder may furnish receipts or releases in full and an affidavit of Design/Builder that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Design/Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

*B. Final Payment and Acceptance.* If Owner is satisfied that the Work has been completed and Design/Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, give written notice to Design/Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design/Builder, indicating in writing the reasons for refusing to process final payment, in which case Design/Builder shall make the necessary corrections and resubmit the Application.

*C. Payment Becomes Due.* Thirty days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability, the amount will become due and will be paid by Owner to Design/Builder.

### 13.9 Final Completion Delayed

A. If, through no fault of Design/Builder, final completion of the Work is significantly delayed, Owner shall, upon receipt of Design/Builder's final Application for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held

by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01.A, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Design/Builder to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

### **13.10 Waiver of Claims**

A. The making and acceptance of final payment will constitute:

1. A waiver of all Claims by Owner against Design/Builder, except Claims arising from unsettled Liens, from defective Construction appearing after final inspection pursuant to paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design/Builder's continuing obligations under the Contract Documents; and

2. A waiver of all Claims by Design/Builder against Owner other than those previously made in writing and still unsettled.

## **ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION**

### **14.1 Owner May Suspend Work**

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design/Builder which will fix the date on which Work will be resumed. Design/Builder shall resume the Work on the date so fixed. Design/Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Design/Builder makes a Claim therefor as provided in Article 9.

### **14.2 Owner May Terminate for Cause**

A. The occurrence of any one or more of the following events justifies termination for cause:

1. Design/Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.06.A as adjusted from time to time pursuant to paragraph 6.05).

2. Design/Builder's disregard of Laws or Regulations of any public body having jurisdiction.

3. Design/Builder's violation in any substantial way of provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 14.02.A occur, Owner may, after giving Design/Builder (and the surety, if any) seven days' written notice, terminate the services of Design/Builder, take possession of any completed Drawings and Specifications prepared by or for Design/Builder (subject to the indemnification provisions of paragraph 3.05.A), exclude Design/Builder from the Site, and take possession of the Work and of all Design/Builder's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Design/Builder (without liability to Design/Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design/Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design/Builder. If such costs, losses and damages exceed such unpaid balance, Design/Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

C. Notwithstanding paragraph 14.02.B, Design/Builder's services will not be terminated if Design/Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability.

### **14.3 Owner May Terminate for Convenience**

A. Upon seven days' written notice to Design/Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. Amounts paid in settlement of terminated contracts with Subcontractors, Suppliers and others (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred in connection with termination of contracts with Subcontractors, Suppliers and others); and

4. Reasonable expenses directly attributable to termination.

B. Except as provided in paragraph 14.03.C, Design/Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### **14.4 Design/Builder May Stop Work or Terminate**

A. If, through no act or fault of Design/Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within thirty days after it is submitted or Owner fails for thirty days to pay Design/Builder any sum finally determined to be due, then Design/Builder may, upon seven days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in paragraph 14.03.A. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design/Builder any sum finally determined to be due, Design/Builder may upon seven days' written notice to Owner stop the Work until payment is made of all such amounts due Design/Builder, including interest thereon. The provisions of this paragraph 14.04.A are not intended to preclude Design/Builder from making Claim under Article 9 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design/Builder's stopping Work as permitted by this paragraph.

### **ARTICLE 15 – DISPUTE RESOLUTION**

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#### **15.01 Methods and Procedures**

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no such method and procedure has been set forth, Owner and Design/Builder may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

### **ARTICLE 16 – MISCELLANEOUS**

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#### **16.1 Giving Notice**

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### **16.2 Computation of Times**

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### **16.3 Cumulative Remedies**

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by:

1. Laws or Regulations; or
2. any special warranty or guarantee; or
3. other provisions of the Contract Documents.

B. The provisions of paragraph 16.03.A will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

#### **16.4 Survival of Obligations**

A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive

final payment, completion and acceptance of the Work and termination or completion of the Contract.

**16.5 *Controlling Law***

A. The Contract Documents will be construed in accordance with the law of the place of the Project.

## **Exhibit C**

### **SUPPLEMENTARY CONDITIONS**

SC-1	Definitions
SC-1.1	Defined Terms
SC-2.1.A	Delivery of Bonds
SC-2.2.A	Commencement of Contract Times: Notice to Proceed
SC-3.3A	Resolving Discrepancies
SC-3.5-A	Reuse of documents
SC-4.2.A	Differing Site Conditions
SC-4.4.A	Hazardous Environmental Condition at Site
SC-4.4.D	Hazardous Environmental Condition at Site
SC-4.0.E	Hazardous Environmental Condition at Site
SC-5.1.A	Performance Payment and Other Bonds
SC-5.3.A	Certificates of Insurance
SC-5.4.A.7	DESIGN/BUILDER's Liability Insurance
SC-5.4.B.4	DESIGN/BUILDER's Liability Insurance
SC-5.4.B.5	DESIGN/BUILDER's Liability Insurance
SC-5.4.C	DESIGN/BUILDER's Liability Insurance
SC-5.6.A	Property Insurance
SC-6.2.A	Supervision and Superintendence of Construction
SC-6.8.A	Permits
SC-6.10	Taxes
SC-6.17.A	Submittals
SC-6.20	DESIGN/BUILDER'S General Warranty & Guarantee
SC-6.21	Indemnification
SC-7.01.C	Related Work at Site
SC-9.3.A	Claims
SC-10.1.B	Cost of Work
SC-10.1.C	Cost of Work
SC-11.1.B.3	Change of Contract Price
SC-11.2.D	Change of Contract Price
SC-12.6.A	Correction or Removal of Defective Construction
SC-12.7	Correction Period
SC-16.5.A	Controlling Law
SC-16.6	Other
SC-17	Waiver

These Supplementary Conditions amend or supplement the Standard General Conditions of the Contract between the OWNER and DESIGN/BUILDER (EJCDC D-520, 2002 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

#### **SC-1 Definitions**

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Contract between the OWNER and the DESIGN/BUILDER (EJCDC D-520, 2002 ed.) have the meanings assigned to them in the General Conditions except that the "OWNER" may be referred herein as the "Owner" and or as the "City".

SUPPLEMENTARY CONDITIONS: continued

SC-1.1. Defined Terms

Add the following definition: 49. *Stipulated Price*—Contract price set forth as the total payment upon completion of the agreement also known as a firm fixed price.

SC- 2.1.A. Delivery of Bonds

SC-2.2.A. change “Agreements” to Phase 2 Amendment.

SC-2.2.A. Commencement of Contract Times; Notice to Proceed

Delete Paragraph 2.2.A in its entirety and insert the following in its place:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed for each Phase of the Work. A Notice to Proceed for Phase 1 is anticipated to be given not later than June 8, 2016.

SC-3.3. Resolving Discrepancies Add the following subparagraph C to Paragraph 3.3:

C. In the event of a discrepancy between the General Conditions on the one hand and the Supplementary Conditions on the other hand, the Supplementary Conditions will control.

SC-3.5.A Reuse of Documents

Delete Paragraph 3.5.A in its entirety and insert the following in its place:

- A. All documents including Drawings and Specifications prepared or furnished by Design/Builder pursuant to this Agreement when delivered to and accepted by the City, shall become the property of the City when Design/Builder has been compensated by the City under the terms of this Agreement. Design/Builder agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- B. Design/Builder shall have common law, statutory and other reserved rights in the drawings, specifications and other documents, including those in electronic form, prepared by Design/Builder for use with respect to this Project. However, Design/Builder gives the City an irrevocable license to use the drawings, specifications, and other documents prepared by Design/Builder for completion of this Project. This license is for the benefit of the City and its assigns and permits the City to retain other architects, engineers and design professionals who may use the drawings, specifications and other documents for the furtherance of this project only. Any such use or reuse shall be at the City's sole risk and without legal exposure or liability to the DESIGN/BUILDER.

All drawings, specifications and other documents shall become the property of the City, at the conclusion of the Project, whether the Project for which they are made is executed or not, or the termination of the services of Design/Builder, whichever is earlier, and shall be delivered to the City clearly marked and identified in good order. Such documents may be used by the City to complete the project. Design/Builder shall not be liable for injury or damage resulting from reuse of drawings, specifications and other documents for a project in which Design/Builder is not also involved, the

SUPPLEMENTARY CONDITIONS: continued

City will remove and obliterate from such documents all identification of the original Design/Builder, including name, address, professional seal and stamp.

- C. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Design/Builder's or the City's rights.

SC-4.2.A Differing Site Conditions

Add the following additional paragraph: Inclement weather beyond statistical norms as reported by NOAA for the project geographical area shall not constitute a differing Site condition, but will entitle the DESIGN/BUILDER to additional time commensurate to the weather delay's impact on the project's critical path schedule."

SC-4.4.A Hazardous Environmental Condition at Site

Delete Paragraph 4.4.A in its entirety, replace with the following paragraph 4.4.A "DESIGN/BUILDER will not be responsible for any Hazardous Environmental Condition encountered at the Site except a Hazardous Environmental Condition created by any materials brought to the Site by Design/Builder, Subcontractors, Suppliers or anyone else for whom Design/Builder is responsible."

SC-4.4.D Hazardous Environmental Condition at Site

Insert the following paragraphs after paragraph 4.4.D.

"E. OWNER shall disclose to DESIGN/BUILDER the location and types of any known or suspected toxic, hazardous or chemical materials or wastes existing on or near the premises upon which work is to be performed by DESIGN / BUILDER, or DESIGN / BUILDER's Consultants employees or subcontractors. If any Hazardous Wastes not identified by OWNER in the Contract Documents are discovered after this Agreement is executed, the Work, schedule and compensation shall be adjusted upon mutual agreement of OWNER and DESIGN/BUILDER.

F. OWNER acknowledges that DESIGN/BUILDER is performing professional services for OWNER, and that DESIGN/BUILDER is not and shall not become a Potentially Responsible Party (such as an "arranger", "operator", "generator", "transporter", "treater", "storer", "handler", or "disposer" as defined the CERCLA or RCRA,) related to any Hazardous Environmental Condition or any Hazardous Waste which are or may be encountered at or near the Site or in connection with DESIGN/BUILDER'S activities under this Agreement."

SC-4.4.E Hazardous Environmental Condition at Site

Replace paragraph 4.4.E with the following: "G. To the fullest extent permitted by the Kansas Tort Claims Act and other Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder, Subcontractors, Suppliers and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such a Hazardous Environmental Condition; provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Contract Documents to be included in the scope of the Work, and (ii) was not created by



SUPPLEMENTARY CONDITIONS: continued

any materials brought to the Site by Design/Builder or by anyone for whom Design/Builder is responsible. Nothing in this paragraph 4.4.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence. Further, to the extent any claim for indemnity hereunder would have been subject to an exception to liability or a liability cap under the Kansas Tort Claims Act, if brought against the City directly, the same exception to liability and/or cap will apply to the City's obligation to indemnify under this section.

SC-5.1.A Performance, Payment and Other Bonds

Add "for Phase 2" after "Contract Price" in the third line.

SC-5.3.A Certificates of Insurance

Delete the phrase "(and other evidence of insurance requested by OWNER or any other additional insured)" in lines 3-4 and lines 8-9.

SC-5.4.A.7 DESIGN/BUILDER's Liability Insurance

Add the following new paragraph following Paragraph 5.4.A.6:

7. Claims for damages because of the performance of all professional activities, including Design Professional Services

SC-5.4.B.4 DESIGN/BUILDER's Liability Insurance

Delete the phrase "covering Design/Builder's indemnity obligations under paragraphs 6.11.A.3 and 6.21;"

SC-5.4.B.5 DESIGN/BUILDER's Liability Insurance

Delete in its entirety.

SC-5.4.C DESIGN/BUILDER's Liability Insurance

Add the following new Paragraphs following SC-5.4.B.

C. The limits of liability for insurance required by paragraph 5.4 of the General Conditions shall provide coverage for the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under paragraphs 5.4.A.1 and A.2 of the General Conditions:

- |                         |                            |
|-------------------------|----------------------------|
| a. State:               | \$500,000 per occurrence   |
| b. Employer's Liability | \$1,000,000 per occurrence |

2. Comprehensive General Liability under paragraphs 5.4.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

SUPPLEMENTARY CONDITIONS: continued

- |  |                            |
|--|----------------------------|
| a. General Aggregate                                   | \$2,000,000                |
| b. Products - Completed Operations Aggregate           | \$1,000,000 per occurrence |
| c. Personal and Advertising Injury                     | \$1,000,000 per occurrence |
| d. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 per occurrence |
2. Automobile Liability under paragraph 5.4.6 of the General Conditions:
- |                          |  |
|--------------------------|--|
| a. Combined Single Limit | \$1,000,000 per occurrence or accident |
|--------------------------|--|
3. Property Damage liability insurance will provide Explosion, Collapse and Underground (X,C,U) coverages where applicable.
4. Contractual Liability coverage required by paragraph 5.4.B.4 of the General Conditions shall be provided as part of the General Liability coverage.
5. The City is to be included as an additional insured except for Workers' Compensation/Employer's Liability and Professional Liability.
6. Professional Liability under paragraph 5.4.A.7 shall be in an amount of \$1,000,000 per claim and in the aggregate.

SC-5.6.A Property Insurance

Delete the text of Paragraph 5.6.A in its entirety and substitute:

The Design/Builder shall purchase and maintain Builder's Risk "all risk" coverage upon the Work at the Site in the amount of the full replacement cost thereof. Design/Builder, Owner, and subcontractors of all tiers are to be included as additional insureds on the policy.

SC-5.7.A Waiver of Rights

Add "Project, and the Site" after "Work" in line 20.

SC-6.2A Supervision and Superintendence of Construction

Replace "expertise" with "experience".

SC-6.8.A Permits

Delete Paragraph 6.8.A in its entirety replace with the following: DESIGN/BUILDER shall obtain and pay for the following permits: Sedgwick County Building Permit, City of Wichita Building Permit (if required and permit fee shall be waived). The City will be responsible for obtaining all other permits and approvals. Application for and costs associated with acquisition of additional permits shall remain the responsibility of the OWNER. Owner shall pay for all charges of utility owners for connection to the work, including all charges of such utility owners for the connection of such utilities to the work.

SC-6.10 Taxes

Add the following language at the end of paragraph 6.10 of the General Conditions:

SUPPLEMENTARY CONDITIONS: continued

"Materials and equipment incorporated into this Project are exempt from the payment of sales tax under the Laws of the State in which the Project is located and such sales tax shall not be included in Project cost. OWNER will provide DESIGN / BUILDER with a proper exemption certificate number within ten days of the date of the Agreement. Should OWNER fail to provide an exemption certificate number within the required time period, DESIGN / BUILDER will be reimbursed monthly for sales tax amounts for which he becomes liable until such certificate number is provided. OWNER will provide an exemption certificate number within 60 days or it shall be presumed that the Project will proceed on a non-exempt basis, and the Contract amount will be equitably adjusted in writing in a lump sum amount sufficient to cover DESIGN / BUILDER'S sales tax expense. Upon issuance of a proper exemption certificate number to DESIGN / BUILDER, DESIGN / BUILDER shall assume full responsibility for his own proper use of the certificate number, and shall pay all costs of any legally assessed penalties relating to DESIGN / BUILDER'S improper use of the exemption certificate number."

SC-6-17.A Submittals

Add the following to the end of the first sentence. "which shall include 15 days for the OWNER's review and approval"

SC-6.20 DESIGN/BUILDERS General Warranty and Guarantee

Add the following sub-sections:

"C. If, prior to Substantial Completion or within one year after the date of Substantial Completion of the Work, any Defective Work is found, the OWNER shall promptly notify the DESIGN/BUILDER in writing.

1. Unless the OWNER provides written acceptance of the condition, the DESIGN/BUILDER shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period the OWNER discovers and does not promptly notify the DESIGN/BUILDER or give the DESIGN/BUILDER an opportunity to test and/or correct Defective Work as reasonably requested by the DESIGN/BUILDER, the OWNER waives the DESIGN/BUILDER's obligation to correct that Defective Work as well as the OWNER's right to claim a breach of the warranty with respect to that Defective Work.
2. With respect to any portion of Work first performed after Substantial Completion, the one year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the DESIGN/BUILDER.
3. If the DESIGN/BUILDER fails to correct Defective Work within a reasonable time after receipt of written notice from the OWNER prior to final payment, the OWNER may correct such Defective Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the DESIGN/BUILDER. If payments then or thereafter due DESIGN/BUILDER are not sufficient to cover such amounts, the DESIGN/BUILDER shall pay the difference to the OWNER.
4. If after the one-year correction period but before the applicable limitation period the OWNER discovers any Defective Work, the OWNER shall, unless the Defective Work requires emergency correction, promptly notify the DESIGN/BUILDER. The DESIGN/BUILDER and OWNER shall mutually agree upon whether the DESIGN/BUILDER shall complete the correction of Work. If

SUPPLEMENTARY CONDITIONS: continued

DESIGN/BUILDER and OWNER agree that the DESIGN/BUILDER will correct the Defective Work, the DESIGN/BUILDER and OWNER shall mutually agree upon the nature of the corrective action to be taken and the allowable time frame for effecting such action. If the DESIGN/BUILDER does not correct the Work, the OWNER may have the Work corrected by itself or by others and charge the DESIGN/BUILDER for the reasonable cost of the correction. OWNER shall provide DESIGN/BUILDER with an accounting of correction costs it incurs.

5. If the DESIGN/BUILDER's correction or removal of Defective Work causes damage to or destroys other completed or partially completed construction, the DESIGN/BUILDER shall be responsible for the cost of correcting the destroyed or damaged construction.

6. Prior to final payment, at the OWNER's option and with the DESIGN/BUILDER's agreement, the OWNER may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted."

SC-6.21 Indemnification

Delete SC-6.21 and replace with the following: A. DESIGN/BUILDER hereby agrees to indemnify, and hold harmless the City, its officials, officers, and employees from third-party damages costs and expenses, to the extent caused directly by the Design/Builder for negligent acts or errors or omissions, its agents, servants, employees or subconsultants occurring in the performance of its design services or construction activities under the Agreement. The insurance coverage specified in this Agreement do not lessen or limit the liability of Design/Builder hereunder.

B. Design/Builder agrees that it will contractually obligate its subcontractors and subconsultants to indemnify and hold harmless the indemnitees identified in this Paragraph to the same extent that Design/Builder is required to indemnify and hold harmless said indemnitees.

C. To extent of payment received by Design/Builder, in the event of the filing of record of a lien or verified claim against any property on which the Project is located by, by a subcontractor or subconsultant, or by any other person or entity for which Design/Builder may be responsible, Design/Builder shall promptly remove the lien or claim in accordance with the laws of the State of Kansas.

D. To the extent of payment received by Design/Builder, Design/Builder shall defend, indemnify, and hold harmless the City from and against any claims, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) in the event that litigation is filed by one of DESIGN/BUILDER'S subcontractors or subconsultants for non-payment by Design/Builder to that subcontractor or subconsultant.

E. Design/Builder shall take reasonable actions to inform the City of known potential patents on processes, designs, or devices that may be incorporated into the Project. Design/Builder agrees to protect, defend and save harmless the City against any claim or demand for payment for the use of any patented or copyrighted material, process, design, article or device that may enter into the work being performed by Design/Builder under this Agreement to the extent that the City shall have provided Design/Builder reasonable notice of such claim or demand for payment.

F. Except for the indemnity set forth in SC-4.4.E., The City does not agree to indemnify, hold harmless, exonerate or assume the defense of Design/Builder or any other person, or entity whatsoever, for any purpose whatsoever by or in connection with this Agreement.

SUPPLEMENTARY CONDITIONS: continued

SC-7.01.C Related Work at the Site

Delete the last sentence in its entirety.

SC-9.3.A Claims

Change 15 days to 30 days.

SC-10.1.B Cost of Work

The exclusions provided for in B.1 and B.2 shall not be applicable to personnel whose efforts are directly related to the Work.

SC-10.1.C Cost of Work

Add a new paragraph: 3. Where Engineering services are provided; the fee would be a multiplier of 3.6 times the direct cost of such services.

SC-11.2.D Change of Contract Times

Change to read as follows. "If DESIGN/BUILDER is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, war, shortage, civil unrest, failures to act of utility OWNER's not under the control of OWNER, or other causes not the fault of or under control of the OWNER and DESIGN/BUILDER, then DESIGN/BUILDER shall be entitled to an equitable adjustment of Contract Time."

SC-12.6.A Correction or Removal of Defective Construction

Delete the words "indirect and consequential".

SC-12.7 Correction Period

Delete this section in its entirety. Added language to 6.20 includes the correction requirements.

SC-16.5.A Controlling Law

Change SC-16.5.A to read as follows: "The laws of the state of Kansas will govern the construction of and the remedies available under this Agreement. Venue for any lawsuit arising under or related to this Agreement shall be before the Eighteenth Judicial District Court of Kansas (Sedgwick County, Kansas) or the United States District Court for the District of Kansas sitting in Wichita, Kansas."

SC-16.6 Other

Insert the following SC-16.6.A thru H.

A. In the event any dispute arises under this Agreement and during the time such dispute is being resolved, Design/Builder hereby agrees that it shall continue performance under this Agreement in accordance with the terms and conditions hereof and City shall continue to compensate Design/Builder for all undisputed payment amounts. Design/Builder's failure to continue expeditious performance due to a dispute arising under this Agreement, at the option of the City, shall be construed as a material breach of this Agreement.

B. Design/Builder and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

C. The term of this Agreement shall commence upon execution and end upon final completion of the services to be provided hereunder by Design/Builder. The insurance and indemnification provisions of this Agreement shall survive such termination.

SUPPLEMENTARY CONDITIONS: continued

D. The captions and headings set forth in this Agreement are for convenience and for reference only and shall not be construed so as to define or limit the terms and provisions hereof.

E. This Agreement is intended as the complete integration of all prior oral or written understandings between the Parties. No prior or contemporaneous additions, deletions or other amendments shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement.

F. Supplemental Agreements and other amendments to the Agreement shall require approval by the City in the manner required by City policy.

G. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

H. Cash Basis Law: It is the intent of the parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (Cash Basis Law) or the Kansas Budget Law (K.S.A. 79-2925) (Budget Law). Therefore, notwithstanding anything to the contrary herein contained, the Owner's obligations under this Agreement are to be construed in a manner that assures that the Owner is at all times not in violation of the Cash Basis Law or the Budget Law. Accordingly, the Owner's obligations hereunder will be subject to sufficiency of annual appropriations.

SC-17                      Waiver

Add the following provision:

"Consequential Damages: In no event will DESIGN/BUILDER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, (except those costs of correction or removal which Design/Builder is required to bear under SC-12.6.A), loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

Limitation of Liability: The DESIGN/BUILDER'S aggregate liability for all damages connected with its services for the Project will not exceed the compensation paid under this Agreement. The obligations and remedies state in this Agreement are the sole and exclusive obligations of DESIGN/BUILDER and remedies of OWNER, regardless of the cause of action pled including, without limitation, negligence of every character."

**Exhibit D**

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination—Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

**C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:**

- 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;**
- 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;**
- 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;**
- 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.**



5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**EXHIBIT E**  
**WICHITA KANSAS, DESIGN BUILD MAIN WATER TREATMENT PLANT**  
**IMPROVEMENTS**  
**PHASE I PRELIMINARY DESIGN AND PRECONSTRUCTION SERVICES**  
**SCOPE OF WORK**

The City of Wichita intends to procure design preconstruction services for the Main Water Treatment Plant Improvements using a Two Phase Progressive Design / Build approach. Phase I consists of design development and preconstruction services necessary for the Design/Builder to establish a stipulated price proposal for detailed design and construction of the improvements.

Upon the delivery of the Phase I Stipulated Price proposal the City of Wichita may elect to proceed with Phase II to include final design and construction of the improvements.

The following Scope of Work clarifies and describes the scope services to be provided by the Design/Builder for Phase I of the Project. Work includes preliminary design and preconstruction services including value engineering, cost estimating, constructability reviews and advancing design to a point sufficient to develop Stipulated Prices for final design and construction of Raw Water Piping, Settled Water Piping, and Water Treatment Processes.

Upon receipt of notice to proceed, Design/Builder will commence work on Phase I.

**SCOPE OF SERVICES – PHASE I**

The Design/Builder will perform the following services:

**Task 1.0 Bonds and Insurance:**

1. Provision of labor and material payment bonds are excluded from the Phase I scope of work.
2. Provision of “Builders Risk” insurance is excluded from the Phase I scope of work. Owner shall maintain property insurance throughout the Phase I services.
3. With the exception of Builders Risk insurance, Burns & McDonnell or CAS will provide, on Behalf of the Design / Builder, insurance in the types and to the limits described in Paragraph SC.5.4.C of the Supplementary Conditions.

**Task 2.0 Project Management:**

1. Preparation of the Project Management Plan.
2. Provide monthly status reports to Owner.
3. Provide internal and external project coordination.
4. Conduct project meetings and workshops.
5. Deliverables:
  - 5.1. Electronic copy of Project Management Plan.
  - 5.2. Monthly reports.
  - 5.3. Meeting minutes.

### **Task 3.0 Initial Data Request:**

1. Design/Builder will prepare an initial data request. Anticipated data required from the Owner is as follows:
  - 1.1. Water quality data from all groundwater wells for previous four years.
  - 1.2. As constructed drawings of the Main Water Treatment Plant.
  - 1.3. Record data for the following existing components for the East Plant:
    - 1.3.1. Rapid mixers.
    - 1.3.2. Flocculators.
    - 1.3.3. Basin equipment.
    - 1.3.4. Residuals pumps.
    - 1.3.5. Chemical feed injection locations.
    - 1.3.6. Plant service water system.
    - 1.3.7. SCADA architecture.
    - 1.3.8. Power supply/service.
    - 1.3.9. Existing site survey data.
    - 1.3.10. Existing geotechnical and sub-surface conditions data.
  - 1.4. Any existing studies or reports pertinent to the project.
2. Deliverables:
  - 2.1. Initial data request.

### **Task 4.0 Project initiation and coordination:**

1. Project Kick-off Meeting:
  - 1.1. Conduct a project kickoff meeting at Owners facilities: Project kick-off meeting will be attended by Design /Builder's Construction Manager, Lead Estimator, Design Manager, and Lead Process Design Engineers and Owner's Project Management, Engineering and Operations staff. The purpose of the kick-off meeting will be to:
    - 1.1.1. Further define Owner's goals and objectives for the project.
    - 1.1.2. Establish communication protocols.
    - 1.1.3. Review initial concepts for the project as presented in Design/Builders proposal dated March 10, 2016.
    - 1.1.4. Develop Evaluation Criteria and Weighting for the Paired Comparison Analysis.
2. Deliverables:
  - 2.1. Project kick-off meeting agenda.
  - 2.2. Project kick-off meeting minutes.
  - 2.3. Evaluation Criteria and Weighting Matrix.

### **Task 5.0 Conceptual Design Development:**

Based on input received from the Owner in the project kick-off meeting, Design/Builder will prepare schematic designs and construction sequences for the following:

1. Piping:
  - 1.1. Settled Water Piping:
    - 1.1.1. Collect field data to assist in hydraulic evaluation in conjunction with site surveys.

- 1.1.2. Evaluate hydraulic bottleneck in filter distribution flume.
- 1.1.3. Prepare plan for removing hydraulic restrictions and allowing for up to 80 MGD flow from the East Plant. Determine the extent and phasing of demolition for existing settled water piping and influent flume.
- 1.1.4. Provide method of isolation between East and West filters.
- 1.2. Raw Water Piping:
  - 1.2.1. Identify improvements necessary to provide 80 MGD of any source water, or combinations thereof, to the east plant.
  - 1.2.2. Evaluate up to three pipe routes, tie-in locations to existing piping, and existing valving that can be reused. Evaluate options for valves and/or tie-ins to be in vaults, buildings, or outside. Determine the extent and phasing of demolition for existing raw water piping.
  - 1.2.3. Evaluate locations of single point failure in Raw Water Piping within WTP boundary.
2. Treatment:
  - 2.1. Aeration:
    - 2.1.1. Evaluate need for aeration to be included in this project.
    - 2.1.2. Propose location for future aeration to be added, if needed in the future.
    - 2.1.3. Determine extent and phasing of demolition for existing East Plant aeration system.
  - 2.2. Rapid Mix:
    - 2.2.1. Determine extent and phasing of demolition for existing East Plant rapid mix system.
  - 2.3. Flocculation:
    - 2.3.1. Determine extent and phasing of demolition for existing East Plant flocculation system.
  - 2.4. Treatment Basins:
    - 2.4.1. Determine treatment goals and performance requirements for treatment basins.
    - 2.4.2. Develop conceptual design for up to three treatment alternatives.
    - 2.4.3. Verify with KDHE any potential permitting limitations associated with any of the three treatment alternatives and any required testing or piloting required to facilitate the permitting.
    - 2.4.4. Determine the extent and phasing of demolition for existing East Plant treatment basins.
  - 2.5. Chemical Feed:
    - 2.5.1. Determine chemical requirements for each treatment alternative.
    - 2.5.2. Identify modifications required for chemical equipment and injection locations, determine the extent and phasing of demolition for chemical feed systems.
  - 2.6. Piping:
    - 2.6.1. Determine pipe sizing for inter-plant piping.
    - 2.6.2. Determine the extent and phasing of demolition for existing inter-plant piping.
  - 2.7. Residuals Handling:
    - 2.7.1. Review projected flows and loadings and determine modifications required for transport of residuals from East Plant to existing Residuals Handling Facility.
    - 2.7.2. Determine the extent and phasing of demolition for existing residuals handling facility, transfer pump stations and transfer piping.
3. Paired comparison analysis:
  - 3.1. Evaluate treatment alternatives using the Paired Comparison Analysis.

- 3.1.1. Items to be considered may include: treatment performance, chemical usage, capacity, constructability, operability, maintenance, land availability, cost, risk mitigation, etc.
- 4. Deliverables:
  - 4.1. Conceptual design will be presented in the form of a technical memorandum which will include:
    - 4.1.1. Design criteria for each unit process: Raw Water Piping, Settled Water Piping, Aeration, Treatment Basins, Chemical Feed, and Residuals Handling.
    - 4.1.2. General arrangement for the proposed treatment alternatives.
    - 4.1.3. Discussion of advantages and disadvantages of the proposed treatment alternatives.
    - 4.1.4. Potential construction sequences.
    - 4.1.5. Preliminary conceptual cost estimates for the proposed piping improvements.
    - 4.1.6. Preliminary conceptual cost estimates for each proposed treatment alternative.

**Task 6.0 Geotechnical Investigation:**

- 1. Provide engineering, technical personnel and equipment to obtain necessary geotechnical data.
- 2. Obtain geotechnical borings in the following locations: along raw water piping route, in location area for treatment basins, and in locations of any other improvements as necessary.
- 3. Deliverables:
  - 3.1. Geotechnical report.

**Task 7.0 Site Survey:**

- 1. Provide engineering, technical personnel and equipment to obtain necessary survey and hydraulic performance data.
- 2. Deliverables:
  - 2.1. Site survey.

**Task 8.0 Conceptual Design Review:**

- 1. Raw Water Piping:
  - 1.1. Design/Builder will conduct one, half-day work shop at the Owners facilities to present and review the conceptual design with the Owner. The meeting will be attended by the Design- Builder's Construction Manager, Lead Estimator, Design Manager, Process Design Lead, and the Owner's Project Management and Operations Staff. The purpose of the meeting is as follows.
    - 1.1.1. Review conceptual design concepts with Owner and Owner's Staff.
    - 1.1.2. Receive input from the Owner regarding the conceptual design.
    - 1.1.3. In collaboration with the Owner and Owner's Staff and using other data contained in the conceptual design, select alternatives, configurations and sequences to carry forward in the 30% design and guaranteed maximum price (GMP) or lump sum price development.
- 2. Treatment:
  - 2.1. Design/Builder will conduct one, one-day work shop at the Owners facilities to present

and review the conceptual design with the Owner. The meeting will be attended by the Design- Builder's Construction Manager, Lead Estimator, Design Manager, Process Design Lead and the Owner's Project Management and Operations Staff. The purpose of the meeting is as follows.

- 2.1.1. Review conceptual design concepts with Owner and Owner's Staff.
  - 2.1.2. Receive input from the Owner regarding the conceptual design.
  - 2.1.3. In collaboration with the Owner and Owner's Staff and using other data contained in the conceptual design, select alternatives, configurations and sequences to carry forward in the 30% design and guaranteed maximum price (GMP) or lump sum price development.
3. Deliverables:
- 3.1. Conceptual design memorandum.
  - 3.2. Conceptual design workshop meeting agenda.
  - 3.3. Conceptual design workshop meeting minutes.

#### **Task 9.0 Preliminary Design Development:**

1. Raw Water Piping:
  - 1.1. On the basis of Task 8.0 above, develop preliminary design for selected piping alternatives to a level adequate to convey the design intent and for the Design/Builder to prepare a Stipulated Price Proposal.
2. Treatment:
  - 2.1. On the basis of Task 8.0 above, develop preliminary design for selected treatment alternatives to a level adequate to convey the design intent and for the Design/Builder to prepare a Stipulated Price Proposal.
3. Deliverables:
  - 3.1. General arrangement, plans and sections for each unit process.
  - 3.2. Process flow and instrumentation diagram for each unit process.
  - 3.3. Electrical one-line drawings.
  - 3.4. Hydraulic profile for each unit process.
  - 3.5. Line item specifications for major process, electrical and mechanical equipment.
  - 3.6. Proposed construction sequence and schedule.

#### **Task 10.0 Stipulated Price Development:**

1. Using the Preliminary Design prepared in Task 9.0. Design/Builder will prepare packages for competitive quotation among qualified subcontractors and suppliers for the following:
  - 1.1. Piping Work:
    - 1.1.1. Pipe materials.
    - 1.1.2. Valves.
  - 1.2. Treatment Work:
    - 1.2.1. Electrical.
    - 1.2.2. Instrumentation and control.
    - 1.2.3. Mechanical.
    - 1.2.4. Treatment Equipment,
    - 1.2.5. Piping and valves.
2. In collaboration with the Owner, review competitive price proposals from qualified

subcontractors and suppliers and select on the basis of safety record, past performance, quality of previous work, quality of equipment, ability to provide local service and cost.

3. Deliverables:

- 3.1. Summary of competitive quotations from major subcontractors and suppliers.
- 3.2. Tabulation of qualifications of each proposed major subcontractor or supplier.
- 3.3. Tabulation of cost of each proposed subcontractor or supplier.
- 3.4. Tabulation of cost for each subcontractor or supplier included in the GMP or lump sum price.
- 3.5. Detailed estimate of cost for self-performed work.
- 3.6. Tabulation of allowances for any allowance-based work.

**Task 11.0 Basis of Design Memorandum:**

1. Prepare a Basis of Design Memorandum for the purpose of communicating the design intent, establishing design criteria and for use as a basis to convey design intent to The Kansas Department of Health and Environment for regulatory concurrence.
2. Deliverables:
  - a. Basis of Design Memorandum

**Task 12.0 Stipulated Price Proposal for Phase II**

1. Prepare and deliver to the Owner, a Stipulated Price Proposal for Phase II of the project. The Phase II proposal is anticipated to include:
  - 1.1. Project delivery schedule.
  - 1.2. Detailed design.
  - 1.3. Construction.
  - 1.4. As-Built drawings to be delivered in CADD format.
  - 1.5. Start-up.
  - 1.6. Performance testing.
  - 1.7. Operator training.
  - 1.8. Warranty administration.





City of Wichita  
City Council Meeting  
June 7, 2015

**TO:** Mayor and City Council

**SUBJECT:** ZON2016-00013 – Zone Change Request from SF-5 Single-family Residential (SF-5) to LC Limited Commercial (LC), Generally Located Approximately 660 Feet North of West Maple Street, Along the West Side of South Tyler Road. (District V).

**INITIATED BY:** Metropolitan Area Planning Department

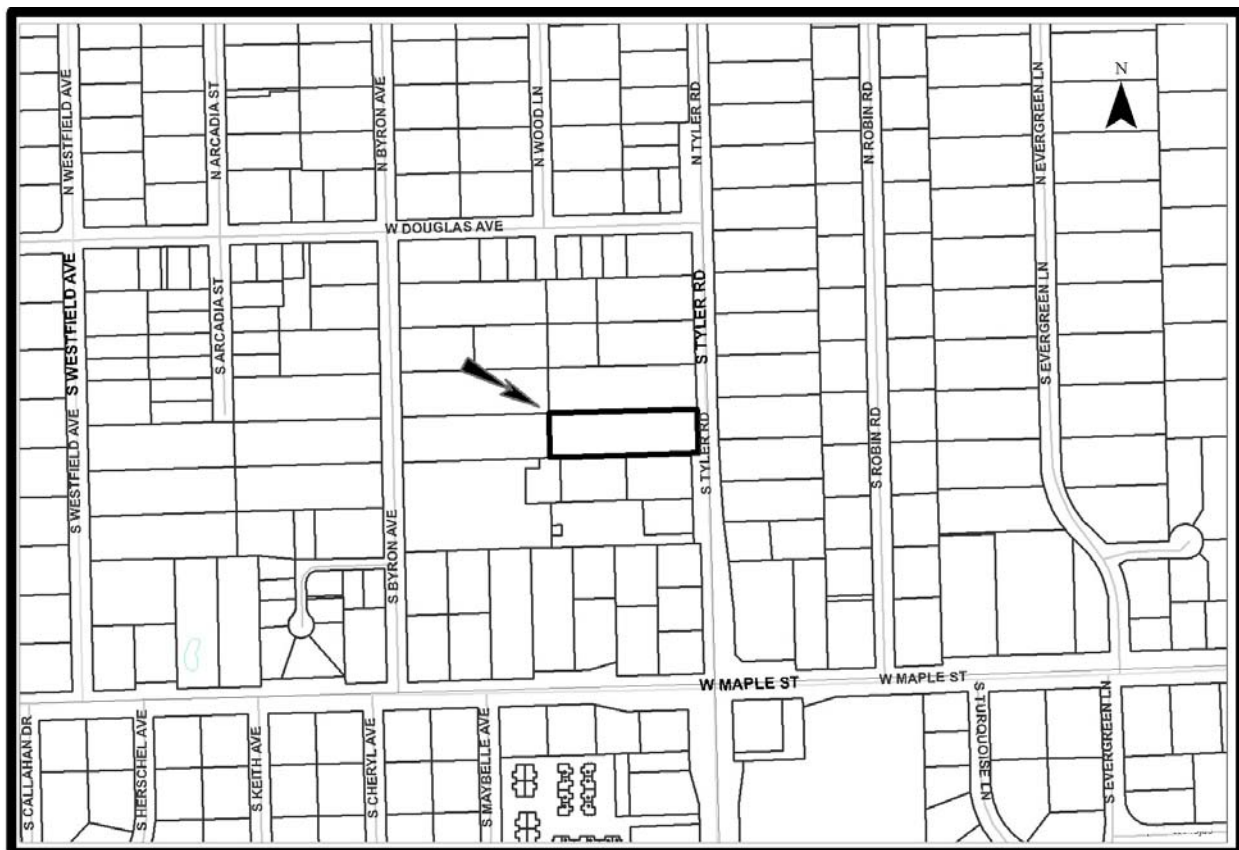
**AGENDA:** Planning (Non-Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request for NR Neighborhood Residential Zoning with additional provisions to the proposed Protective Overlay (12-1).

**DAB Recommendation:** District Advisory Board V recommended approval of the request with additional provisions to the proposed Protective Overlay (7-0-1).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request with a proposed Protective Overlay.



**Background:** The applicant is seeking LC Limited Commercial (“LC”) zoning for future commercial uses on 1.26 acres located on the west side of South Tyler Road, approximately 660 feet north of West Maple Street. The subject site abuts LC zoned property along the south property line and is platted. If approved, the LC zoning would permit the development of commercial uses on the site, limited by a Protective Overlay (“PO”) proposed by staff.

Properties north, west and east (across Tyler Road) of the subject site are zoned SF-5 Single-family Residential and developed with single-family residences. Property south of the subject site is zoned LC and is developed with Harp Well and Pump Service, a legal, non-conforming use that was permitted to expand in 1984 by the Wichita Board of Zoning Appeals (BZA 45-84).

**Analysis:** District Advisory Board (DAB) V heard the rezone request on May 3, 2016, and recommended approval (7-0-1). The agent for the applicant stated there is no intention of building a restaurant and would be agreeable with rezoning it to Neighborhood Retail. The applicant is considering a small scale commercial building. DAB members voiced concern over the allowable uses under new zoning. Members of the adjacent neighborhood addressed the DAB in opposition of the change. Their concerns included: home values will decrease next to LC zoning, just because a home is on a main arterial doesn’t mean it has to be LC, devaluation of adjacent properties so applicant can profit, the applicant purchased the home from auction knowing it was zoned SF-5 and it should remain SF-5, the zone change is strictly an effort by applicant to make money at the expense of adjacent property owners and the zone change should be limited to NO or NR not LC with Protective Overlay.

At the Metropolitan Area Planning Commission (MAPC) meeting held on May 5, 2016, the MAPC voted (12-1) to recommend approval of the request with the zone change to NR Neighborhood Retail, and additions to the proposed Protective Overlay, adding no duplexes or multi-family development, townhomes limited to three single-family structures on the lot, no restaurants and that trash pickup can only occur between the hours of 6:00 am and 10:00 pm. Protective Overlay#306 that is recommended for approval states:

1. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted on the face of any building that is adjacent to any property that is residentially zoned.
2. Signs shall be in accordance with the City of Wichita sign code, with the exception that signs shall be monument-style and limited to 15 feet in height. No LED signs shall be permitted.
3. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15 feet. Light poles shall not be located within any setbacks.
4. Outdoor speakers and sound amplification systems shall not be permitted.
5. Trash pickup shall be limited to between the hours of 6:00 am to 10:00 pm.
6. No buildings shall exceed one story in height with a maximum building height of 25 feet.
7. At the time the site is developed, the owner shall install and maintain a 6-8 foot high screening fence/wall located parallel to the north and west property lines of the subject site, where it abuts existing residential zoning.
8. At the time the site is developed, landscaping shall be installed that meets the Landscape Ordinance and the fencing shall use galvanized steel posts.
9. All uses allowed in the NR Neighborhood Residential, including townhomes (3 single-family homes on one lot), are allowed, except the following: duplex; multi-family; correctional placement residence; recycling collection station; restaurant.

A number of citizens spoke at the MAPC hearing protesting the requested zone change and expressed the same issues brought up at the DAB V meeting. Protests from surrounding property owners were filed on the case and the total area within the 200 foot notifications equals 70.61%.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved the ordinance as to form.

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the zone change to NR Neighborhood Residential with Protective Overlay #306, place the ordinance on first reading and authorize the Mayor to sign the ordinance (three-fourths majority vote required).

**Attachments:**

- Ordinance with Protective Overlay #306
- DAB memorandum
- Protest Map
- MAPC minutes
- Correspondence from Craig Hogue

ORDINANCE NO. 50-

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2016-00013**

Zone change from SF-5 Single-Family Residential (“SF-5”) to NR Neighborhood Retail (“NR”), on an approximately 1.26-acre property described as:

The South Half of Lot 49; Westfield Acres Addition, Wichita, Sedgwick County, Kansas; generally located approximately 660 feet north of West Maple Street, along the west side of South Tyler Road.

Subject to the following provisions of Protective Overlay-306:

1. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted on the face of any building that is adjacent to any property that is residentially zoned.
2. Signs shall be in accordance with the City of Wichita sign code, with the exception that signs shall be monument –style and limited to 15 feet in height. No LED signs shall be permitted.
3. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15 feet. Light poles shall not be located within any setbacks.
4. Outdoor speakers and sound amplification systems shall not be permitted.
5. Trash pickup shall be limited to between the hours of 6:00 am to 10:00 pm.
6. No buildings shall exceed one story in height with a maximum building height of 25 feet.
7. At the time the site is developed, the owner shall install and maintain a 6-8 foot high screening fence/wall located parallel to the north and west property lines of the subject site, where it abuts existing residential zoning.
8. At the time the site is developed, landscaping shall be installed that meets the Landscape Ordinance and the fencing shall use galvanized steel posts.
9. All uses allowed in the NR Neighborhood Residential, including townhomes (3 single-family homes on one lot), are allowed, except the following: duplex; multi-family; correctional placement residence; recycling collection station; restaurant.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

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Jeff Longwell, Mayor

**ATTEST:**

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Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law



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**INTEROFFICE  
MEMORANDUM**

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**TO:** MAPC  
**FROM:** Laura Rainwater  
**SUBJECT:** ZON2016-00013  
**DATE:** May 3, 2016

**Bill Longnecker, Metropolitan Area Planning Department**, presented a request to DAB V on Monday, May 2, 2016, for a City zone change request from SF-5 Single-Family Residential to LC Limited Commercial with a Protective Overlay on property generally located 600 feet north of Maple Street on the west side of Tyler Road.

In attendance were **Russ Ewy** with Baughman Company, agent for the applicant, **Ronald Palecki**, and the following homeowners from the adjacent neighborhood: **Larry and Ellen Ryan, Craig Hogue and Jeff Cooper**.

DAB member, **Trevor Kurth**, excused himself from the meeting due to a conflict of interest.

After staff presentation, **Ewy** addressed the Board. He indicated the applicant has no intention of building a restaurant and would be ok with rezoning it to Neighborhood Retail. Applicant is considering a small scale commercial building.

Members of the adjacent neighborhood then addressed the Board in opposition of the change. Their concerns included:

- Home values will decrease next to LC zoning
- Just because a home is on a main arterial doesn't mean it has to be LC
- Devaluation of adjacent properties so applicant can profit
- Applicant purchased the home from auction knowing it was zoned SF-5 and it should remain SF-5
- Strictly an effort by applicant to make money at the expense of adjacent property owners
- Limit the change to **RO (change to NR)** not LC with Protective Overlay
- Letter of protest is attached to this report

DAB members voiced concern over the allowable uses under new zoning.

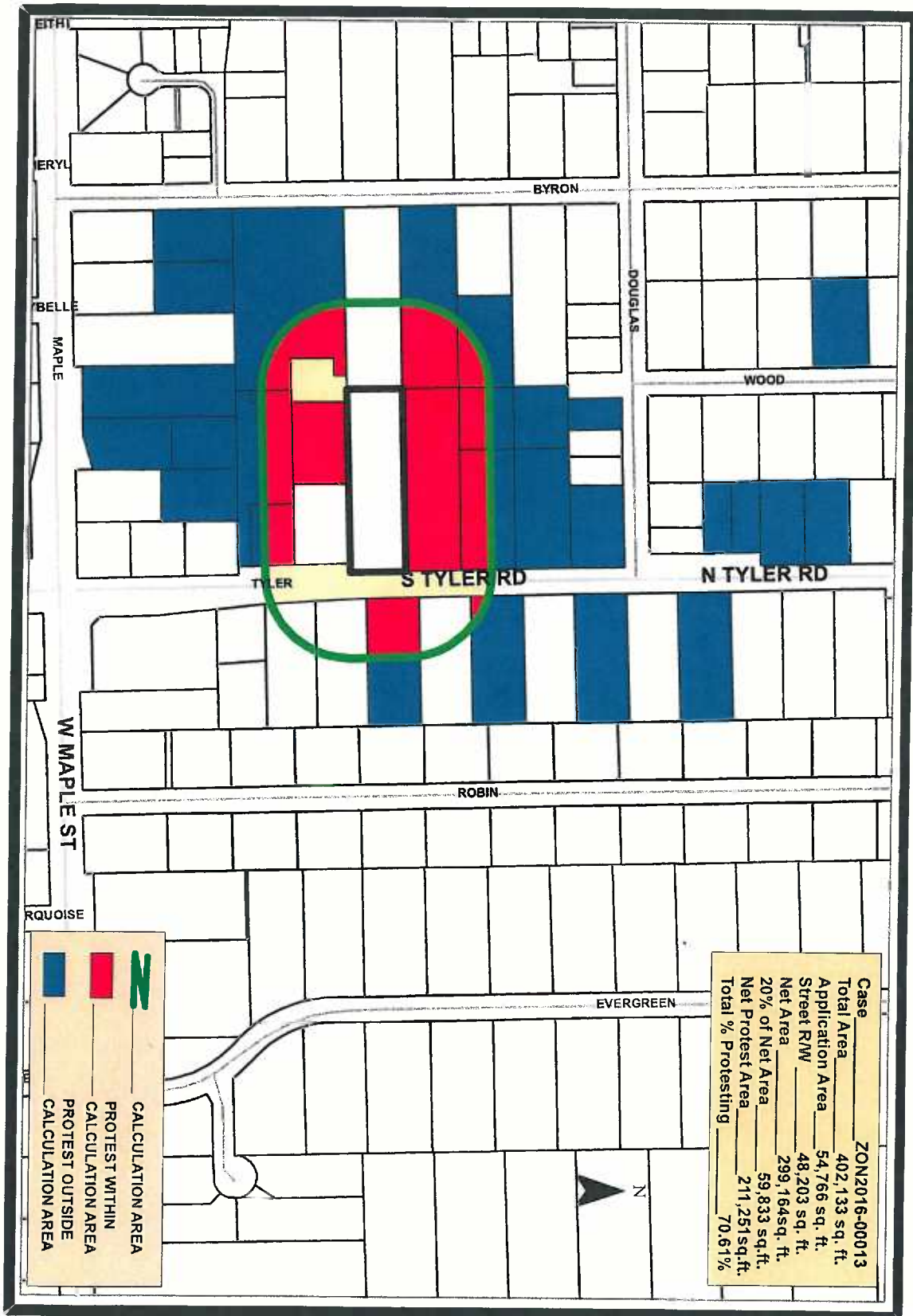
**JV Johnston** made a motion to approve the staff recommendation to APPROVE the request, with a Protective Overlay which states:

1. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted on the face of any building that is adjacent to any property that is residentially zoned.

2. Signs shall be in accordance with the City of Wichita sign code, with the exception that signs shall be monument –style and limited to 15 feet in height. No LED signs shall be permitted.
3. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15 feet. Light poles shall not be located within any setbacks.
4. Outdoor speakers and sound amplification systems shall not be permitted.
5. No buildings shall exceed one story in height with a maximum building height of 25 feet. At the time the site is developed, the owner shall install and maintain a 6-8 foot high screening fence/wall located parallel to the north and west property lines of the subject site, where it abuts existing residential zoning.
6. At the time the site is developed, landscaping shall be installed that meets the Landscape Ordinance.
7. The following uses shall not be permitted: adult entertainment establishment; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment

Add to the Protective Overlay to not allow multi-family or duplexes **(correct)**. **Ben Kittrell** seconded.

**Motion passed 7-1 (with 1 abstention). I know the one member abstained because he was employed by Bachman, what member voted to deny?**





**EXCERPT MINUTES OF THE MAY 5, 2016 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2016-00013 (Deferred from 4-21-16) -** Ronald Palecki Living Trust (owner/applicant) and Baughman Company, P.A., c/o Russ Ewy (agent) request a City zone change from SF-5 Single-family Residential to LC Limited Commercial on property described as:

The South Half of Lot 49, Westfield Acres Addition, Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicant is seeking LC Limited Commercial (“LC”) zoning for future commercial uses on 1.26 acres located on the west side of South Tyler Road, approximately 660 feet north of West Maple Street. The subject site abuts LC zoned property along the south property line and is platted. If approved, the LC zoning would permit the development of commercial uses on the site, limited by a proposed Protective Overlay (“PO”) by staff.

Properties north, west and east (across Tyler Road) of the subject site are zoned SF-5 Single-family Residential and developed with single-family residences. Property south of the subject site is zoned LC and is developed with Harp Well and Pump Service, a legal, non-conforming use that was permitted to expand in 1984 by the Wichita Board of Zoning Appeals (BZA 45-84).

**CASE HISTORY:** The property is currently platted as the West Field Acres Addition, which was recorded in March 1930.

**ADJACENT ZONING AND LAND USE:**

North:	SF-5	Single-family Residences
South:	LC	Office and Warehousing
East:	SF-5	Single-family Residences
West:	SF-5	Single-family Residences

**PUBLIC SERVICES:** The site is served by all usual municipal and private utilities and services. Tyler Road at this location is a four-lane, paved, minor arterial.

**CONFORMANCE TO PLANS/POLICIES:** The 2035 Wichita Future Growth Concept Map of the Community Investments Plan depicts the site as appropriate for “residential” use. The “residential” use category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. However, directly south of the subject site, that property is depicted as appropriate for “industrial” uses. The “industrial” use category encompasses areas that reflect the full diversity of industrial development intensities and types typically found in a large urban municipality. The Locational Guidelines of the Community Investments Plan indicate that commercial and employment centers should be located at intersections of arterial streets. The requested zone would expand the size of the commercial center permitted at the intersection of Tyler Road and Maple Street.

**RECOMMENDATION:** Based upon the information available at the time the staff report was completed, staff recommends approval of the request, with a Protective Overlay (PO) which states:

1. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted on the face of any building that is adjacent to any property that is residentially zoned.
2. Signs shall be in accordance with the City of Wichita sign code, with the exception that signs shall be monument –style and limited to 15 feet in height. No LED signs shall be permitted.
3. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15 feet. Light poles shall not be located within any setbacks.
4. Outdoor speakers and sound amplification systems shall not be permitted.
5. No buildings shall exceed one story in height with a maximum building height of 25 feet.
6. At the time the site is developed, the owner shall install and maintain a 6-8 foot high screening fence/wall located parallel to the north and west property lines of the subject site, where it abuts existing residential zoning.
7. At the time the site is developed, landscaping shall be installed that meets the Landscape Ordinance.
8. The following uses shall not be permitted: adult entertainment establishment; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Properties north, west and east (across Tyler Road) of the subject site is zoned SF-5 Single-family Residential and developed with single-family residences. Property south of the subject site is zoned LC and is developed with a warehouse and office development.
2. The suitability of the subject property for the uses to which it has been restricted: The site is bordered by LC development to the south. Across Tyler Road to the east, the properties are zoned SF-5 and developed with residential uses. The property is zoned SF-5, which primarily permits by-right single-family residences and a few civic or institutional uses, such as churches or schools on large lots. Presumably the site could be redeveloped with single-family residences that would have the potential to provide an economic return or continue to be undeveloped; however, the site's adjacency to a heavy commercial use and an arterial street could limit its marketability as a residential property.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The recommended provisions of the Protective Overlay regarding uses, signage, lighting, screening, and landscaping should mitigate any increased negative impact on nearby residential property.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Given the nearby commercial uses and the location of the property on a major arterial street, SF-5 zoning could cause economic hardship to the owner. LC zoning is appropriate for this location and provides economic viability of the property for the owner.

5. Length of time the property has been vacant as currently zoned: The site had a single-family house that appears to have been vacant for multiple years given the state of deterioration that was evident that has since been removed from the site.
6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2035 Wichita Future Growth Concept Map of the Community Investments Plan depicts the site as appropriate for “residential” use. The “residential” use category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. However, directly south of the subject site, that property is depicted as appropriate for “industrial” uses. The “industrial” use category encompasses areas that reflect the full diversity of industrial development intensities and types typically found in a large urban municipality. The Locational Guidelines of the Community Investments Plan indicate that commercial and employment centers should be located at intersections of arterial streets. The requested zone would expand the size of the commercial center permitted at the intersection of Tyler Road and Maple Street.
7. Impact of the proposed development on community facilities: Existing or proposed improvements are in place to address anticipated demands.

**DERRICK SLOCUM**, Planning Staff presented the Staff Report. He reported that the DAB recommended approval by a vote of 7-0-1 with the PO requested by staff. He said there was discussion about changing the request to NR and not LC with a PO. He said NR would allow building heights to 35 feet and the PO recommends 25 feet, he added that NR also would not allow specific uses such as adult entertainment, car wash, restaurant with drive thru, service station and tavern so those would not be included in the PO if the Commission recommended NR zoning. He said NR also allows restaurants up to 2,000 square feet; however, the applicant has indicated they would eliminate the restaurant use as well.

**RICHARDSON** clarified that the DAB approved the LC zoning with the PO.

**SLOCUM** replied that was correct.

**RUSS EWY, BAUGHMAN ENGINEERING, AGENT FOR THE APPLICANT, 315 ELLIS** said at the DAB meeting he offered NR zoning and keeping staff’s recommended PO as well as a full exclusion of restaurants. He said the DAB discussion left the tracks in several different locations, but the motion was to approve the application per staff recommendation as LC with the proposed PO. He added that the only additional condition DAB requested was prohibition of duplexes. He asked the Commission if they would entertain the idea of approving NR with the recommended PO with the three following additions: 1) limiting hours of operation for trash pickup to between 10:00 a.m. - 6:00 p.m.; 2) elimination of restaurants as a permitted use; and 3) add duplex as a prohibited use.

**SLOCUM** pointed out that the PO also states no multi-family.

**EWY** said the applicant would be willing to do a prohibition on duplexes and multi-family with the exclusion of a townhome.

**FOSTER** asked if there were any new findings on the drainage.

**EWY** said his applicant has spoken to the neighbor.

**CRAIG HOGUE, 8833 WEST DOUGLAS** said he has lived on this block for 20 years. He said it is his slice of heaven. He said he did research before he bought his home and he is the second largest landowner in this quarter section. He said he has met with City staff, DAB; this Commission and his neighbors about this rezoning project. He said the current owner of this property purchased it as a speculative investment and the risk and reward is subject to this Commission's handling off a "golden reward." He said the applicant hired the best team to create the greatest reward. He said the change will have a short term financial gain, but only if the Commission rewards the applicant the maximum commercial use. He said the applicant's interest is only in one small area of a much larger quarter section, just one lot out of 35. He referred to the last case and said someone rezones the property and someone else buys it.

**HOGUE** said the location is suitable for a day time office that would blend into the common use of all properties at the location. He said the agent will refute that, but that is their job. He said future development of this neighborhood will be gravely impacted by this rezone and the application is not conforming to the future land use at this location. He said he preferred no change in zoning; however, he would agree to accept a change in application to NO with a restrictive overlay matching the Beard Addition (the last rezoning in the area) with a PO and lot platting matching the Sinclair Addition (the property located south of this location). He gave a brief history of the rezones, lot splits and replats that have occurred within this quarter section which includes Johns, Westfield 3, Cannonball and the Sinclair Additions. He said the lot south of this location is currently being used as NO for an insurance agency and small office.

**MOTION:** To give the speaker two additional minutes.

**WARREN** moved, **JOHNSON** seconded the motion, and it carried (13-0).

**HOGUE** said this City has a large number of assets on this land including utility easements and future road dedications. He said current and future street access and expansion of Tyler and Maple is not addressed in the application. He said he has 20 years invested in this area so please allow him the same rights as agents and applicants.

**HOGUE** said the DAB meeting was a "split meeting". He said it was rushed and time was not allowed for the homeowners in the area to respond. He said this process must be fair to all and asked the Commission not to put a rubber stamp on the request as made because the area is too valuable, this changes too many lives, the property value and it changes the future of this entire quarter section. He said he is a resident, investor and citizen of Wichita, USA.

**DAILEY** asked Mr. Hogue what properties he owns and the uses.

**HOGUE** referred to an aerial of the quarter section and pointed out his home and properties he owns in addition to the land owned by his neighbors. He said he uses the land as his utopia, but it is potentially developable land.

**JOHNSON** asked what was the DAB vote.



**HOGUE** responded that the DAB was split on the issue. He said one DAB member wanted to defer the item because it seemed to him that there was more information that needed to be addressed.

**SLOCUM** referred to the DAB memo and reiterated that the DAB motion was 7-0-1 to approve the LC zoning and PO as recommended by staff.

**JOHNSON** asked why the DAB was in favor of the application.

**HOGUE** stated the DAB was not in favor of it. He said they requested that it be deferred and Mr. Frye suggested that the issue needed to be resolved at the Planning Commission Meeting. He said it was then suggested if the neighbors did not like the results of the Planning Commission Meeting they could appeal the decision. He continued by saying that he was agreeing to an NO with the overlay placed on other projects in the area.

**LONGNECKER** reported that he attended the DAB hearing on this item where it was voted (7-0-1) to approve the application for LC zoning with the prohibition of no multi-family and no duplexes.

**CHAIR NEUGENT** clarified so the DAB voted unanimously to approve the application; however, the Commission is getting information from the public that the DAB was not in favor of the application. She asked staff if they could enlighten the Commission further.

**LONGNECKER** said the neighbors were protesting extension of the LC zoning. He said the neighbors noted that the zoning pattern established on the northwest and northeast intersection was from LC to NR as it extended further into SF-5 zoning. He said they preferred either NR or GO zoning which they felt would follow the similar zoning pattern that had been established in the area. He reiterated that the neighbors don't want LC zoning. He said multi-family and duplexes are allowed in the LC zoning district and there were concerns about traffic, density, etc., so that is why the DAB recommended the prohibition on multi-family and duplexes.

**RAMSEY** asked what Mr. Hogue is afraid of that the applicant is going put in there that he is so adamantly against this.

**HOGUE** said he does not think the applicant is complying with the lot restrictions. He said the next purchaser needs to be aware of what the proposed purpose is. He said the property is for sale and the neighbors have no way of governing who considers it at what value. He said this was a speculative purchase and the house was torn down so now it is a vacant lot. He said the NO with the restrictive overlay makes it look like a residence. He said they want the property to look like it is supposed to be in the neighborhood and they don't want someone putting in a strip mall.

**RAMSEY** clarified so his fear is that this will not look like the rest of the neighborhood.

**HOGUE** replied that is correct.

**JEFF COOPER, 125 SOUTH TYLER ROAD** said he is the lucky guy right next to this location. He said he is afraid of a bunch of duplexes going in there. He said at the last meeting added to the PO was no multi-family or duplexes. He said he would like that to include any type of townhome. He said his lot is 1 1/3 acres and he gardens back there. He said the decisions that are made today are going to be what is going on 30-50 feet outside his bedroom windows. He asked the Commission to consider NR which he felt was a lot more neighborhood friendly. He said he thought the proposal was for NR based on the last meeting. He said of course he would like NO with the existing overlays. He asked for clarification in the PO regarding a "6-8 foot screening fence/wall to be built to the north and west". He said he would like to see it say an 8-foot wall and remove the screening fence verbiage. He said his mom lives next to Outback and they have a wall which is a great divider. He said fences get blown down. He said the wall is a better protector as far as eliminating sound and car lights coming into his home.

**ELLEN RYAN, 150 SOUTH BYRON** said the property being discussed has SF-5 residential zoning and it is surrounded on three sides by well-maintained SF-5 homes. She said the property owner bought the home and land at auction in 2015 and added that he owns the property and home directly west of this ground which his son and family currently reside in. She said when the property owner approached them after he had torn down the home he stated that he would like to put up an office building or possibly a couple of duplexes. She said they agreed and said they would not protest. She said at that time he mentioned that his son was going to be moving and mentioned tearing down that house and adding duplexes. She said that would create rows of duplexes from Tyler to Byron. She said she and her husband responded that they would protest that plan. She said the property needs to be developed now that the ground is vacant. She said now the property is for sale and they are requesting LC zoning. She said the property owner isn't interested in what is viable for the area; he is only interested in changing the zoning for a profit.

**RYAN** referenced the Staff Report and the statement about causing the property owner a financial hardship. She said he bought the property at auction as SF-5 and tore down the house and now wants it rezoned to LC. She said LC zoning just lets someone else creep back in here and start this whole process over again. She said putting in NO with a whole lot less overlays would make more sense as to what this location should be used for. She said she felt it would have been better to try to rezone the ground before destroying the existing home. She asked the Planning Commission to take that into consideration when they make their decision. She said rezoning should not occur because someone razes an existing building and then runs and says they are going to have a financial hardship.

**RYAN** said as far as the DAB meeting was concerned, she was never so disappointed in a group of people. She said DAB did not give the neighbors the time of day. She said when you have the agent saying that they will go with NR zoning and the DAB approves LC; the DAB doesn't even know what they are talking about. She said DAB never gave the public the time of day. She said there wasn't a person standing there that wanted to go with LC zoning not even the applicant. She said the neighbors weren't even heard that day so please do not take stock in what the DAB recommended. She said one person on the DAB stood up and said this is not right. She said other than that, no one heard a word the neighbors said and just said let's move on this is dragging on too long.

**LARRY RYAN, 150 SOUTH BYRON** said his big thing is most LC near residential is buffered by NR, which he feels this should be. He said this is putting LC zoning 760 feet from the intersection. He asked how far are we going to let this development run without slowing it down. He said NO would fit into this area really well. He said just because the street is busy doesn't mean it has to be zoned commercial. He referenced the Staff Report regarding economic hardship for the owner because the property is located next to LC zoning. He asked if this is rezoned, what about the property to the north of this location. He said he believes his home will go down in value if this location is developed with either commercial or multi-family he just doesn't know how much. He also referenced the comment in the Staff Report on page 3, item 2 that stated the location could potentially be redeveloped with SF-5 for economic return. He said the Staff Report was incorrect when it said the site is adjacent to heavy commercial which could limit its marketability as residential. He said Hartwell is not heavy commercial, it is light commercial. He said if this doesn't work out, the property owner will have a great backyard. He concluded by stating that being 760 feet from the intersection he would hope that the Commission holds the rezone to NR with restrictive overlays. He said across the street on Tyler all commercial development stops at 400 feet. He said the applicant indicated that LC with protective overlays makes the zoning like NR, but LC allows 75 dwellings units per acre. He said NO would allow 14 units per acre. He said if the overlay for no duplexes or multi-family is not adhered to, this type of development can happen here.

**DAILEY** asked what the property went for at auction.

**RYAN** said he doesn't know how relevant that is to this zoning request but he said he believed around \$100,000.

**AVIS M. GREENSTREET, 145 SOUTH BYRON** said she and her husband came to the last Planning Commission Meeting and they also attended the DAB Meeting. She said they would rather see this property residential. She said this commercial rezoning just keeps going and going and pretty soon they won't have a residential area there. She said they have been in there home since 1980. She said it is a great neighborhood where everyone knows each other. She said she agreed with the one lady at the DAB meeting who said that this issue needed to be postponed because there just wasn't enough time to find out all the information relevant to the case. She concluded by saying that she thought this location should stay as residential.

**EWY** said he would like to add a definition of townhome. He said there was not a lot of discussion regarding possible residential use at the last Planning Commission meeting; however, at the DAB meeting it just seemed to gravitate to somehow the applicant was just going to construct a row of duplexes along Tyler. He said the property is not zoned for duplex and would require another public hearing if the applicant wanted to do something along those lines. He said the will of the DAB Board was to prevent multi-family and duplex. He said the applicant asked him to ask for townhomes at the very least. He said they are willing to give up duplexes and multi-family. He said their definition of townhomes is "three detached single-family structures allowed on one lot." He said they would be willing to add that definition to the PO. He said an 8- foot wooden fence is already constructed on some of the property so once this gets approved they will finish with the screening and landscaping per the UZC which does not require a masonry wall.

**WARREN** asked the agent to clarify what zoning the applicant is asking for.



EWY clarified they are willing to accept NR with the PO included by staff including limiting trash pick up not between the hours of 10:00 p.m. and 6:00 a.m., prohibition of restaurants; prohibition of duplex and multi-family with the exception of townhome as he defined above. He commented that he led off with that offer at the DAB meeting and by the time the DAB made the motion, they simply moved to approve per staff comments with no duplex and multi-family.

FOSTER asked about the fencing.

EWY said it would be galvanized steel posts and wood fencing.

ELLISON asked about NO zoning and the type of structures allowed.

EWY said NO simply prevents retail development.

SLOCUM clarified there are no design restrictions.

DICKGRAFE added that there are height and setback restrictions.

**MOTION:** To approve NR zoning with the PO including no multi-family or duplexes but allow three detached single-family structures on one lot; limitation of times of trash pickup and no restaurants.

RICHARDSON moved, WARREN seconded the motion.

FOSTER suggested adding galvanized steel posts for the fencing.

The **MOTION WAS AMENDED** to add galvanized steel post for the fencing with permission of the second.

WARREN said he believes duplexes take a bad hit and added that he has lived in duplexes most of his adult life. He said he believes the definition offered by the agent for townhomes is more than acceptable and that they can be a good asset to the neighborhood.

DIRECTOR MILLER asked for clarification on the motion.

JOHNSON said he would be voting against the motion because he believes people who live in single-family residential zoning have the right not to see encroachment into their area unless they agree to it.

The **MOTION** carried (12-1). **JOHNSON** – No.



RECEIVED

For city council meeting June 7, 2016

Item # V Zon2016-00013 AKA, 157 S. Tyler, Wichita, Kansas

JUN 1 '16

Protesting the zone change from SF-5 Single Family Residential to LC Limited Commercial (Neighborhood Retail)

CITY CLERK OFFICE

**Evidence;** A change in zoning, at this location, at this time, effects the Pubic Safety, Public Welfare, Public Health & Traffic flow of District 5,

**Question; Do the Golden Rules of Zoning, effect traffic safety, traffic flow & character of neighborhood?**

**Answer; Yes;** see attached

**JUST SAY NO;** to zoning request

Quote *"There needs to be a plan in place. If one is not in place at this time tell them to hold off this change."* Brian A. Coon, PhD, JD, PE, PTOE, ADA Coordinator/ Traffic Engineer, City Wichita Engineer's Office.

**2035 Wichita Future Growth Concept map of community Investments Plan** states this property is appropriate for

Quote *"Residential use"*. Derrick Slocum, Staff Report Planning Department, Senior Planner, Staff Member

**Why Say No?**

- The average annual daily traffic count not considered. *Safety*
- There is no turn lane. Into or out of this mid- block location. *Safety*
- There will be an impact on traffic flow through the current Maple & Tyler intersection. *Safety*
- No Architectural guidelines blending into neighborhood
- The sidewalks are not improved. *Safety*
- There are fifteen residential driveways on this block. *Traffic flow*
- No set provision in place to expand Tyler. *Future 2035 investment*
- South Tyler road and the intersection of Maple & Tyler will be improved at some point. No plan in place. *Safety & investment plan*

**Vote NO to item # V Non-consent planning agenda.**

- The resident owners in the affected area have signed this protest petition for The protection of public health, safety & welfare of all who travel in District 5.

Respectfully submitted.



Find attached pictures and Golden Rule Zoning

## THE GOLDEN RULES

1. The zoning, uses and character of the neighborhood: Factual description of the application area and surrounding property as to existing zoning, land uses, general condition, age of structure, etc.
2. The suitability of the subject property for the uses to which it has been restricted: How is the property currently zoned and what uses are allowed on the property? Are these uses suitable given surrounding zoning and site criteria? Are the current allowed uses the only ones which might be appropriate for this property?
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Can the uses allowed in the requested district be good neighbors to existing development? This is a subjective question. The focus should be on facts, not fears, and should be based on issues that zoning can address (e.g. allowed uses, minimum lot size, height, setbacks, traffic, etc.)
4. Length of time subject property has remained vacant as zoned: Factual information, but its importance may be somewhat subjective. A property might be vacant because the current zoning is unsuitable, but they may be other reasons not related to zoning. Some examples might be a glut of available property of the same zoning district, financing problems, speculation, lack of available services or other development problems.
5. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: The protection of public health, safety and welfare is the basis for zoning. The relationship between the property owner's right to use and obtain value from their property and the City's responsibility to its citizens should be weighed.
6. Conformance of the requested change to the adopted or recognized Comprehensive Plan: Does the request agree with the adopted plan recommendations? If not, is the plan out-of-date or are there mitigating circumstances which speak to the nonconformity?
7. Impact of the proposed development on community facilities: Are water and sewer available for extension? How are roads impacted? Can other community facilities (e.g. police, fire, parks, libraries, schools) handle the increased development? Should be based on factual information referencing standards used to make the determination.
8. Opposition or support of neighborhood residents: This is just one of the factors to be considered and by itself is not sufficient reason to approve or deny a request.
9. Recommendation of professional staff: Should be based on the preceding eight factors, adopted plans and policies, other technical reports (e.g. Capital Improvement Programs, facility master plans, etc.) which speak to the topic and staff's best professional judgement.

Google Maps

S Tyler Rd

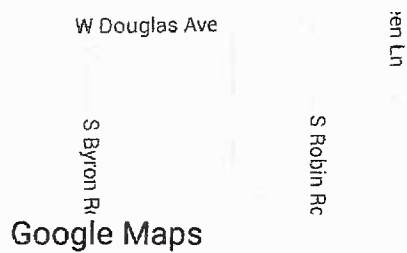
Zon 2016-00013 AKA 157 S.Tyler  
Looking West



Image capture: Sep 2015 © 2016 Google

Wichita, Kansas

Street View - Sep 2015







Google Maps

S Tyler Rd

Looking North (towards Central)

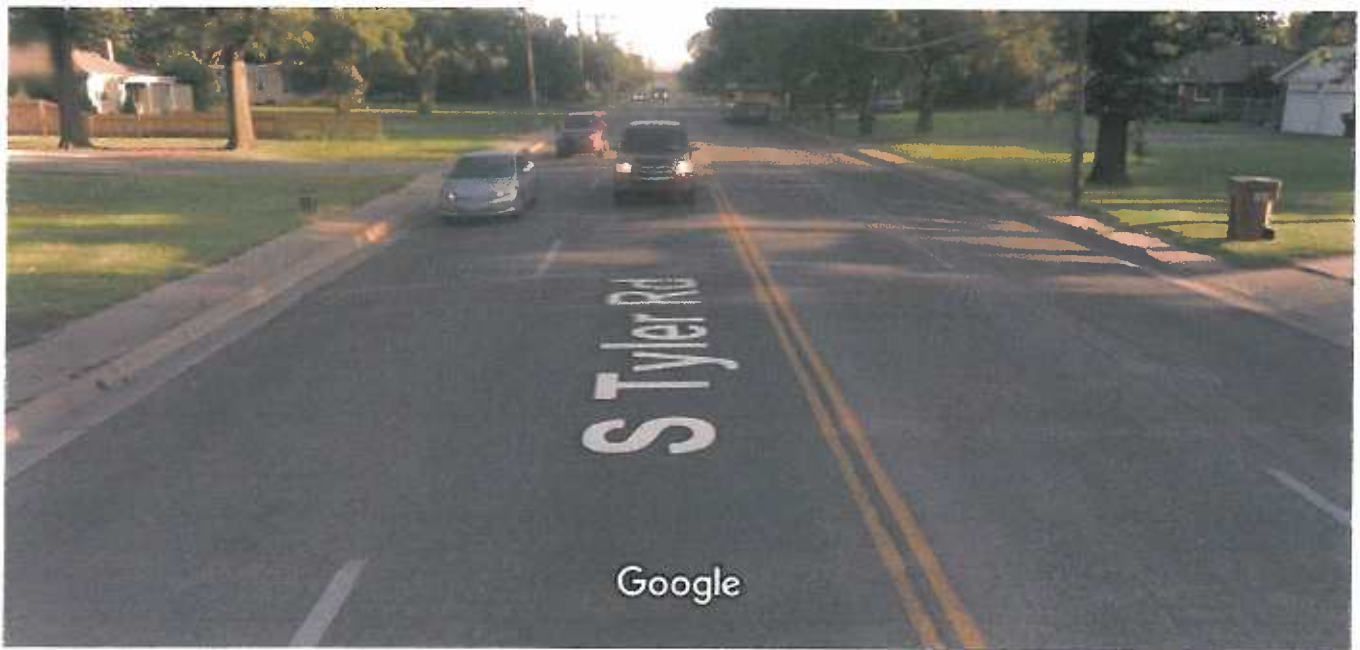


Image capture: Sep 2015 © 2016 Google

Wichita, Kansas

Street View - Sep 2015

W Douglas Ave

an Ln

S Byron Rd

S Robin Rd

Google Maps

Google Maps 150 S Tyler Rd

Looking East (across Tyler) - 150 S. Tyler



Image capture: Sep 2015 © 2016 Google

Wichita, Kansas

Street View - Sep 2015

W Douglas Ave

an Ln

S Byron Rd

S Robin Rd

Google Maps



Google Maps

S Tyler Rd

Looking South (towards Maple)



Image capture: Sep 2015 © 2016 Google

Wichita, Kansas

Street View - Sep 2015



Google Maps







Wichita, Kansas  
June 6, 2016  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

**MINUTES - BOARD OF BIDS AND CONTRACTS\***

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, John Emerson, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting date May 23, 2016, were read and on motion approved.

Bids were opened May 27, 2016 and June 3, 2016, pursuant to advertisements published on:

**2016 Sanitary Sewer Rehabilitation Phase C (CIPP) (north of Pawnee, east of Meridian) (468-85105/620847/666005) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI)**

Layne Inliner LLC - \$232,447.00

**Wichita Water Tower Rehabilitation (east of Hillside, north of 17th) (448-90662/633823/750021) Traffic to be maintained during construction using flagpersons and barricades. (District I)**

American Suncraft Company Inc. - \$2,189,350.00 Base Bid
\$89,900.00 AddAlt 1
\$35,000.00 Add Alt 2
\$89,900.00 Add Alt 3
\$35,000.00 Add Alt 4
<u>\$24,900.00 Add Alt 5</u>
\$2,464,050.00 Total Bid

**Lateral 3, Main 22, Southwest Interceptor Sewer to serve Blue Lake Addition (south of 31st Street South, west of West Street) (468-83864/744415/480107) Does not affect existing traffic. (District IV)**

Duling Construction - \$40,551.00

**Water Distribution System to serve Sandcrest Addition (south of 29th Street North, east of Hoover) (448-90702/735551/470224) Does not affect existing traffic. (District V)**

Duling Construction - \$118,910.00

Purchasing Manager recommended that the contracts be awarded outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/MAINTENANCE DIVISION: Calcium Chloride Pettlet 94%-97%.**

Polydyne Inc.\* - \$57,120.00

\*Estimate – Contract approved on unit cost basis; refer to attachments.

**CITY MANAGER'S OFFICE: Publication of Legal Notices.**

Wichita Eagle\* - \$90,000.00

\*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS AND UTILITIES/SEWAGE TREATMENT DIVISION: Shafted Classifiers.**

Ray Lindsey Company\* - \$136,361.00

\*Purchasing Ordinance No. 35-856 Section 2.64.020 (b) – Sole Source of Supply

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

\_\_\_\_\_  
Marty Strayer, Administrative Assistant  
Department of Public Works

\_\_\_\_\_  
Janis Edwards, CMC  
Deputy City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: June 6, 2016

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER****May 27, 2016**

2016 Sanitary Sewer Rehabilitation Phase C (CIPP) (north of Pawnee, east of Meridian) – Public Works &amp; Utilities Department/Engineering Division

**Layne Inliner, LLC****\$232,447.00****June 3, 2016**

Wichita Water Tower Rehabilitation – Public Works &amp; Utilities Department/Engineering Division

**American Suncraft Co., Inc.****Base Bid \$2,189,350.00****Add Alternate 1 89,900.00****Add Alternate 2 35,000.00****Add Alternate 3 89,900.00****Add Alternate 4 35,000.00****Add Alternate 5 24,900.00****Aggregate Bid Total \$2,464,050.00**

Lateral 3, Main 22, Southwest Interceptor Sewer to serve Blue Lake Addition – Public Works &amp; Utilities Department/Engineering Division

**Duling Construction****\$40,551.00**

Water Distribution System to serve Sandcrest Addition – Public Works &amp; Utilities Department/Engineering Div.

**Duling Construction****\$118,910.00****PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****May 27, 2016**

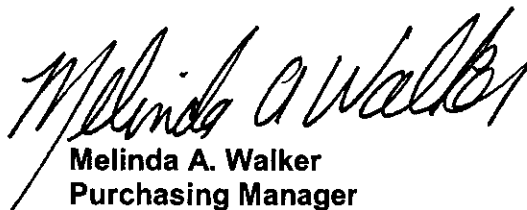
Calcium Chloride Pellets 94%-97% – Public Works &amp; Utilities Department/Maintenance Division

**Polydyne, Inc.****(Per Pound)****\$0.255**

Publication of Legal Notices – City Manager's Office

**Wichita Eagle****(Per Unit)****\$0.60**

Shafted Classifiers – Public Works &amp; Utilities Department/Sewage Treatment Division

**Ray Lindsey Company Sole Source of Supply, Ordinance No. 35-856, Section 2(b) \$136,361.00****ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**


Melinda A. Walker  
Purchasing Manager

# SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - May 27, 2016

RQ640601

FB640105		Engineer's Construction Estimate	Layne Inliner LLC	SAK Construction LLC	Insituform Technologies USA LLC
<b>2016 Sanitary Sewer Rehabilitation Phase C (CIPP)</b>		\$234,000.00	\$232,447.00	\$244,560.75	\$261,172.55
(north of Pawnee, east of Meridian)	BID BOND			X	X
468-85105	ADDENDA	1			
(620847)					
		Engineer's Construction Estimate	PM Construction & Rehab LLC	Nowak Construction	Utilities Plus
<b>2016 Sanitary Sewer Rehabilitation Phase C (CIPP)</b>		\$234,000.00	\$336,518.00		
(north of Pawnee, east of Meridian)	BID BOND		X		
468-85105	ADDENDA	1	X		
(620847)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
<b>2016 Sanitary Sewer Rehabilitation Phase C (CIPP)</b>		\$234,000.00			
(north of Pawnee, east of Meridian)	BID BOND				
468-85105	ADDENDA	1			
(620847)					
		Engineer's Construction Estimate			
<b>2016 Sanitary Sewer Rehabilitation Phase C (CIPP)</b>		\$234,000.00			
(north of Pawnee, east of Meridian)	BID BOND				
468-85105	ADDENDA	1			
(620847)					

CHECKED BY: JPREVIEWED BY: PS

# WATER BID TABULATION SUMMARY

BOARD OF BIDS - June 3, 2017

RQ640579

FB640099		Engineer's Construction Estimate	Maguire Iron Inc.	TMI Coatings Inc.	Utility Service Co., Inc.
Wichita Water Tower Rehabilitation	Base Bid	\$4,360,450.00	\$3,638,000.00	\$3,684,000.00	\$2,349,000.00
Add Alternate #1	Add Alt 1		\$59,750.00	\$90,000.00	\$83,300.00
Add Alternate #2	Add Alt 2		\$49,700.00	\$62,500.00	\$54,200.00
Add Alternate #3	Add Alt 3		\$62,375.00	\$90,000.00	\$83,300.00
Add Alternate #4	Add Alt 4		\$49,700.00	\$62,500.00	\$54,200.00
Add Alternate #5	Add Alt 5		\$38,800.00	\$22,000.00	\$18,000.00
448-90662	BID BOND		X	X	X
(633823)	ADDENDA	5			
<b>BID TOTAL</b>		<b>\$4,360,450.00</b>	<b>3,898,325.00</b>	<b>4,011,000.00</b>	<b>2,642,000.00</b>
		Engineer's Construction Estimate	American Suncraft Co. Inc.	Wildcat Construction	
Wichita Water Tower Rehabilitation	Base Bid	\$4,360,450.00	\$2,189,350.00		
Add Alternate #1	Add Alt 1		\$89,900.00		
Add Alternate #2	Add Alt 2		\$35,000.00		
Add Alternate #3	Add Alt 3		\$89,900.00		
Add Alternate #4	Add Alt 4		\$35,000.00		
Add Alternate #5	Add Alt 5		\$24,900.00		
448-90662	BID BOND		X		
(633823)	ADDENDA	5			
<b>BID TOTAL</b>		<b>\$4,360,450.00</b>	<b>2,464,050.00</b>		
		Engineer's Construction Estimate			
Wichita Water Tower Rehabilitation	Base Bid	\$4,360,450.00			
Add Alternate #1	Add Alt 1				
Add Alternate #2	Add Alt 2				
Add Alternate #3	Add Alt 3				
Add Alternate #4	Add Alt 4				
Add Alternate #5	Add Alt 5				
448-90662	BID BOND				
(633823)	ADDENDA	5			
<b>BID TOTAL</b>		<b>\$4,360,450.00</b>			

CHECKED BY: REVIEWED BY: 

# SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - June 3, 2016

RQ640655

FB640110		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 3, Main 22, Southwest Interceptor Sewer		\$66,648.00	\$72,937.90	\$40,551.00	\$68,106.00
Blue Lake Addition	BID BOND				
468-83864	ADDENDA	0			
(744415)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Stannard Construction d/b/a WB Carter
Lateral 3, Main 22, Southwest Interceptor Sewer		\$66,648.00	\$81,165.00	\$46,214.80	\$55,000.00
Blue Lake Addition	BID BOND				X
468-83864	ADDENDA	0			
(744415)					
		Engineer's Construction Estimate	Wilks Underground Utilities LLC	Stannard Construction d/b/a WB Carter	
Lateral 3, Main 22, Southwest Interceptor Sewer		\$66,648.00	\$63,094.75		
Blue Lake Addition	BID BOND		X		
468-83864	ADDENDA	0			
(744415)					
		Engineer's Construction Estimate			
Lateral 3, Main 22, Southwest Interceptor Sewer		\$66,648.00			
Blue Lake Addition	BID BOND				
468-83864	ADDENDA	0			
(744415)					

CHECKED BY: JPREVIEWED BY: PS

# WATER BID TABULATION SUMMARY

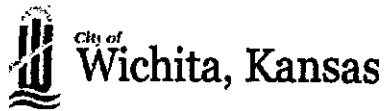
BOARD OF BIDS - June 3, 2016

RQ640654

FB640113		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	McCullough Excavation
Water Distribution System		\$166,477.00	\$148,919.00	\$118,910.00	\$168,325.00
Sandcrest Addition	BID BOND				
448-90702	ADDENDA	1			
(735551)					
		Engineer's Construction Estimate	Mies Construction	Nowak Construction	Wilks Underground Utilities LLC
Water Distribution System		\$166,477.00	\$175,350.00	\$132,014.15	\$133,593.00
Sandcrest Addition	BID BOND				X
448-90702	ADDENDA	1			
(735551)					
		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter	Wildcat Construction	
Water Distribution System		\$166,477.00			
Sandcrest Addition	BID BOND				
448-90702	ADDENDA	1			
(735551)					
		Engineer's Construction Estimate			
Water Distribution System		\$166,477.00			
Sandcrest Addition	BID BOND				
448-90702	ADDENDA	1			
(735551)					

CHECKED BY: JDREVIEWED BY: PA



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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line****Solicitation:** FB640107 **Calcium Chloride Pellets 94% - 97%****Close Date/Time:** 5/27/2016 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Public Works & Utilities**Responses:** 3

Vendors	Complete	Bid Total	City Comments
POLYDYNE INC	Complete	\$57,120.00	Award 06/07/2016 Public Works & Utilities Department/Maintenance Division
BRENNTAG SOUTHWEST INC	Complete	\$59,920.00	
DART SEASONAL PRODUCTS, INC.	Complete	\$60,480.00	

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City of  
**Wichita, Kansas**

## BID RESULTS

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*This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.*

**Vendor Group Line**

**Solicitation:** FB640107 **Calcium Chloride Pellets 94% - 97%**

**Close Date/Time:** 5/27/2016 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Aggregate Cost

**Department:** Public Works & Utilities

**Responses:** 3

**Go to:**

**Line 001** | Calcium Chloride Pellets 94%-97% Brand: \_\_\_\_\_ Part Number: \_\_\_\_\_ Product can be delivered in either 80# or 50# bags.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POLYDYNE INC	224000	Pound	\$0.2550	\$57,120.00	Complete	Colonial Chemical Calcium Chloride Pellets 93 percent Minimum
BRENTAG SOUTHWEST INC	224000	Pound	\$0.2675	\$59,920.00	Complete	
DART SEASONAL PRODUCTS, INC.	224000	Pound	\$0.2700	\$60,480.00	Complete	

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**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor    Group    Line****Solicitation:** FB640114**Publication of Legal Notices****Close Date/Time:** 5/27/2016 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** City Manager**Responses:** 2

<b>Vendors</b>	<b>Complete</b>	<b>Bid Total</b>	<b>City Comments</b>
WICHITA EAGLE	Complete	\$90,000.00	Award 06/07/2016 City Manager's Office
BRENNTAG SOUTHWEST INC	In-Complete	\$0.00	

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**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line****Solicitation:** FB640114**Publication of Legal Notices****Close Date/Time:** 5/27/2016 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** City Manager**Responses:** 2**Go to:** 

**Line 001** | Unit Price for Publication of Legal Notices annual contract on a 10.5-pica line with seven (7) point typeset for compensation for daily publication Monday through Saturday for fifty-two (52) weeks each year. Quantities are estimated for bidding purpose only and does not guarantee the actual usage of this estimated quantity.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA EAGLE	150000	Unit	\$0.6000	\$90,000.00	Complete	
BRENTAG SOUTHWEST INC					No Bid.	

[Top of the Page](#)

June 6, 2016

**Purchases Utilizing Sole Source of Supply**

**Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** Shafted Classifiers

Qty 2, Gritt Mitt Shafted Classifiers, Model GSF11

FOR A TOTAL OF \$136,361.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: PUBLIC WORKS & UTILITIES/SEWAGE TREATMENT DIVISION

Vendor	Reference Authority	Cost
Ray Lindsey Company	Ordinance No. 35-856 Section 2 (b)	\$136,361.00

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL June 7, 2016**

- a. Re-use Water Pump Station (east of Hydraulic, north of 63rd Street South) (468-85112/620784/665009) Traffic to be maintained during construction using flagpersons and barricades. (District III) - \$1,999,230.00
- b. 2016 Sanitary Sewer Reconstruction Phase 6 (north of Harry, east of Seneca) (468-85116/620846/666005) Traffic to be maintained during construction using flagpersons and barricades. (District I,VI) - \$330,000.00
- c. 2016 Outsourced Pavement Preservation Program Hot Spot Repairs (Various Locations) (472-85290/132726/636246/620837/133116/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V&VI) - \$180,600.00

**PRELIMINARY ESTIMATE of the cost of:**  
Re-use Water Pump Station  
(east of Hydraulic, north of 63rd St South)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS - GENERAL**

1 Re-use Water Pump Station Construction 1 LS

**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
Water Dept  
Contingency

**Total Estimated Cost**

\$1,999,230.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
\_\_\_\_\_  
Gary Janzen, P.E. City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

665009 (620784) 468-85112  
Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**PRELIMINARY ESTIMATE of the cost of:**  
**2016 Sanitary Sewer Reconstruction Phase 6**  
**(north of Harry, east of Seneca)**

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1	Site Clearing	1	LS
2	Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS**

3	Pipe, SS 8"	2,764	lf
4	Pipe Removed	2,764	lf
5	MH, Removed	4	ea
6	MH, Shallow SS (4')	4	ea
7	MH Frame & Cover, Replaced	7	ea
8	MH Bench & Invert, Rem and Replaced	4	ea
9	AC Pavement Removed & Replaced	39	lf
10	Conc Pvmt Rem & Repl (may incl gutter)	42	lf
11	Conc Appr Rem & Repl (may incl gutter)	69	lf
12	Pvmt Rem & Repl (Brick Approach)	28	lf
13	Pvmt Rem & Repl (remove brick & conc / re:	27	lf
14	Fill, Flowable	132	lf
15	Fill, Sand (flushed & vibrated)	70	lf
16	Service Reconnection, Sewer (4")	57	ea
17	Service Reconnection, Sewer (6")	52	ea
18	BMP, Construction Entrance	1	ea
19	BMP, Silt Fence	40	lf
20	BMP, Erosion Control Mat	40	sy
21	BMP, Back of Curb Protection	20	lf
22	BMP, Curb Inlet Protection	1	ea

**Construction Subtotal**

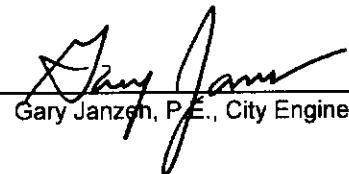
Engineering & Inspection  
 Administration  
 Publication

**Total Estimated Cost**

**\$330,000.00**

CITY OF WICHITA)  
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
 (DATE)

City Clerk

666005 (620846) 468-85116  
 Page \_\_\_\_\_

EXHIBIT



To be Bid: May 20, 2016

**PRELIMINARY ESTIMATE of the cost of:**2016 Outsourced Pavement Preservation Program Hot Spot Repairs  
(Various Locations)All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.**MEASURED QUANTITY BID ITEMS (132726)**

1	Comb. Curb & Gutter Repair (0' to 15')	75	lf
2	Comb. Curb & Gutter Repair (15.1' to 150')	500	lf
3	Comb. Curb & Gutter Repair (150.1' and over)	300	lf
4	8" Reinforced Concrete (0 to 25 sy)	100	sy
5	8" Reinforced Concrete (25.1 sy and over)	220	sy
6	6" Reinforced Concrete (0 to 20 sy)	150	sy
7	6" Reinforced Concrete (20.1 sy and over)	250	sy
8	Asphalt Surface Course for Base Repair	35	tn
9	2" Partial Depth Asphalt Repair (0 to 5 tn)	10	tn
10	2" Partial Depth Asphalt Repair (5.1 tn to 15 tn)	20	tn
11	2" Partial Depth Asphalt Repair (15.1 tn and over)	50	tn
12	Full Depth Asphalt Repair (0 to 10 tn)	20	tn
13	Full Depth Asphalt Repair (10.1 tn to 30 tn)	45	tn
14	Full Depth Asphalt Repair (30.1 tn and over)	75	tn
15	Mono Edge Curb Construction	600	lf
16	Wheelchair Ramp Construction w/Det. Warn.	6	ea
17	4" Sidewalk Rem & Repl	270	sf
18	6" Concr. Driveway Repair	300	sf
19	8" Concr. Driveway Repair	600	sf
20	7" Reinf. Concr. Valley Gutter Repair (0 to 50 sy)	50	sy
21	7" Reinf. Concr. Valley Gutter Repair (50.1 sy and over)	75	sy
22	Crushed Rock	15	tn

**MEASURED QUANTITY BID ITEMS (620837)**

23	SS MH Adj w/new Ring & Lid	1	ea
24	SS MH Adj using existing Ring & Lid	1	ea

**MEASURED QUANTITY BID ITEMS (636246)**

25	Valve Box Adjustment	1	ea
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**MEASURED QUANTITY BID ITEMS (133116)**

26	SWS MH Adj w/new Ring & Lid	1	ea
27	SWS MH Adj using existing Ring & Lid	1	ea

**Construction Subtotal**Engineering & Inspection  
Administration  
Publication (132726)  
Contingency**Total Estimated Cost**

\$180,600.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
 Gary Janzen, P.E., City Engineer
Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)\_\_\_\_\_  
City Clerk

132726/666005/771633/133116 (132726/620837/636246/133116) 472-85290

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**NOT TO BE ADVERTISED  
PRELIMINARY ESTIMATES  
FOR CITY COUNCIL JUNE 7, 2016**

**PRELIMINARY ESTIMATE** of the cost of paving improvements to serve Krug South Addition, North of 21<sup>st</sup> Street North, west of 143<sup>rd</sup> Street East. (District II) (472-85058/766360/490383) – Total Estimated Cost \$167,310.00.

To the City Council  
Wichita, Kansas

Date of CC 06/07/2016  
(OCA/PROJ) 766360/472-85058  
(PPN) 490-383

**THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS**

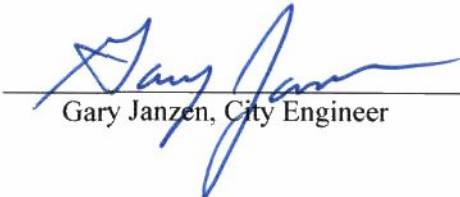
**PRELIMINARY ESTIMATE** of the cost of paving improvements to serve Krug South Addition (District II).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost \$167,310.00

CITY OF WICHITA  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
\_\_\_\_\_  
Gary Janzen, City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk

**PRELIMINARY ESTIMATE** of the cost of \$167,310.00 improvements to serve Krug South Addition, south of 21<sup>st</sup> Street North, west of 143<sup>rd</sup> Street East. (District II) (472-85058/766360/490383) – Total Estimated Cost \$167,310.00.

Page \_\_\_\_\_

Exhibit \_\_\_\_\_

Following are easements and dedications for City Council on June 7

**The following deeds and easements have been recorded:**

Drainage Easement from Krug South Residential, LLC, a Kansas limited liability company, dated March 8, 2016 for a tract of land lying in Lots 19 and 20, Block 2, Krug South Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 751541) No Cost to City

Drainage Easement from Tier 1, LLC, a Kansas limited liability company, dated January 27, 2016 for a tract of land lying in the Southwest Quarter, Section 27, Township 26 South, Range 1 West, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas (OCA 766355) No Cost to City

Sidewalk Easement from Tier 1, LLC, a Kansas limited liability company, dated January 27, 2016 for a tract of land lying in the Southwest Quarter, Section 27, Township 26 South, Range 1 West, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas (OCA 766355) No Cost to City

Sanitary Sewer Easement from Board of Park Commissioners of the City of Wichita, Kansas dated March 14, 2016 for a tract of land lying in the SW ¼ of Northwest Quarter of Section 20, Township 27 South, Range 1 West, of the 6th Principal Meridian, Sedgwick County, Kansas (OCA 172201) No Cost to City

City of Wichita  
City Council Meeting  
June 7, 2016

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Juneteenth Block Party and Park Celebration (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, event promoter Brandon Johnson, Community Operations Recovery Empowerment, is coordinating the Juneteenth Block Party and Park Celebration with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Juneteenth Block Party and Park Celebration June 17, 2016 6:00 pm – June 18, 2016 7:00 pm**

- North Wabash Avenue, East 15<sup>th</sup> Street North to East 16<sup>th</sup> Street North

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

**City of Wichita  
City Council Meeting  
June 7, 2016**

**TO:** Mayor and City Council

**SUBJECT:** Design Agreement for Force Main Rehabilitation Improvements (District III)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the design agreement.

**Background:** On May 3, 2016, the City Council approved selection of a team lead by Professional Engineering Consultants (PEC) to design improvements for the force main between Pump Station No. 1 and Sewer Treatment Plant No. 2.

**Analysis:** The three miles of force main conveys approximately 60% of the City's wastewater and is a critical asset of the City's wastewater system. A condition assessment of the force main determined that, overall, the force main is in poor condition and is in need of structural repair and rehabilitation. PEC will explore alternative repair concepts, including relining the force main, the construction of a parallel inverted siphon across the river, construction of additional access structures, and removal of obstacles and debris. Bypassing options and alternatives will be explored through the design concept phase.

**Financial Considerations:** The design services agreement for concept development is \$747,000. Funding is available within the existing budget, approved by the City Council on May 3, 2016.

The costs for this project are included in the Public Works and Utilities Cost of Service Analysis, which considers future rate increases. The project will be funded by future revenue bonds or Sewer Utility cash reserves. If bonds are issued, there will be an additional 8% added for bond reserves and financing costs.

The Adopted 2015-2024 Capital Improvement Program includes \$45,000,000 to rehabilitate the force main, construct a parallel siphon underneath the Arkansas River, and provide additional access structures for future maintenance. The project will be returned to the City Council at a later date for the full design agreement, including construction oversight services, as well as for construction funding.

**Legal Considerations:** The Law Department has reviewed and approved the design agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the design agreement and authorize the necessary signatures.

**Attachment:** Design agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

PLANT 2 INFLUENT FORCE MAIN DESIGN

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**Plant 2 Influent Force Main Design**

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

The ENGINEER shall furnish professional services as required for designing improvements to Plant 2 Influent Force Main and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

**II. IN ADDITION, THE ENGINEER AGREES**

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws; ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit "A"; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit "A".
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the not to exceed fee amount specified below:

Concept Design, Prelim. Engineering	\$680,000
Flow Monitoring for existing flows:	<u>\$ 67,000</u>
<b>TOTAL</b>	<b>\$747,000</b>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party

beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Jeff Longwell, Mayor

SEAL:

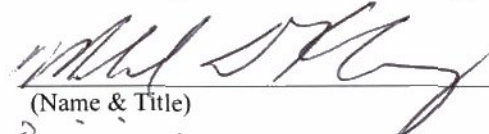
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

  
\_\_\_\_\_  
(Name & Title)  
Principal

## Plant 2 Force Main Rehabilitation/Replacement Concept Design and Preliminary Engineering

### Scope of Services

1. Conduct Kickoff Meeting with the City and Design Team
2. Utility Research for the project corridor.
3. *Topographical Survey of the project corridor.*
4. Prepare base mapping for project corridor.
5. Geotechnical investigations for landfill sites, river crossings, and other critical locations.
6. Environmental review of landfill sites and river crossing.
7. Determine minimum, average, and peak flow rates for current and future projected flows.
8. Develop hydraulic profile for the following:
  - New piping with alternate pipe sizes.
  - Rehabilitated piping with sliplining alternative
  - Rehabilitated piping with cured in place alternative
  - Combination of new vs. rehabilitated options
9. Pump review at Plant #1, including options for present and future flow projections.
10. Review extraneous flow basins for capacity and potential future usage.
11. Review pipe and material options for open cut and sliplining options.
12. Perform preliminary design for siphon and air release structures.
13. Establish preliminary alignment for open cut option.
14. Bypass pumping plan
15. Prepare mapping for temporary and permanent easement acquisition.
16. Initial review and determination of all required permitting.
17. Preparation of cost estimates for all options.
18. Preliminary report.
19. Attendance of review meeting with City Staff.
20. Final report.

## EXHIBIT "A"

### SCOPE OF SERVICES

#### CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".

Associated improvements as part of these projects will include, when applicable: permanent traffic signalization system improvements, permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing, incidental drainage, sidewalk, identification of additional right-of-way and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the ENGINEER's Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved. In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS NOT A STATE/FEDERAL AID CONTRACT.

In connection with the services to be provided, the ENGINEER shall:

#### A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and

completeness of the background information provided by the ENGINEER used in the evaluation process.

2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment, as directed by the CITY.
10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

#### B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise.

(It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)

2. **Field Check Plans.** When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:

- (a) **Field Surveys.** Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

- (b) **Utility Coordination.** Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A"**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

- (c) **Soils and Foundation Investigations.** The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. *If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER.* This may be required for bridges, structures, retaining walls and other locations.

- (d) **Property Acquisitions.** Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

- (e) **Temporary Construction Easements.** Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.

- (f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.**



The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.

(g) ENGINEER shall provide a list of proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.

(b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (Attachment No. 4 to Exhibit "A" also available on the City's FTP site) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

4. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Field Check Plans and an estimate for the project due by \_\_\_\_\_.

Office Check Plans and an estimate for the project due by \_\_\_\_\_.

Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by \_\_\_\_\_.

5. **Final Plans.** When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
  - (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
  - (b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**.
  - (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
  - (d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**
  - (e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.
  - (f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.
  - (g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.
  - (h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
  - (i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.
  - (j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.
6. **Staking and Inspection** If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
7. **Post Letting.**
  - (a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
  - (b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
  - (c) **New Right-of-Way Monumentation.** The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.
  - (d) **Section Corner Monuments.** The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset

the final monument.

(e) **S. I. & A. for Bridges.** Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form and completing the Item 113 Justification Form for the new bridges if applicable for submittal to KDOT for all bridges within the project limits regardless of initial structure size.

## **Attachment No. 1 to Exhibit "A" – CIP Scope of Services**

### **Plan Submittal**

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Storm Water  
455 N. Main 8<sup>th</sup> Floor  
Wichita, KS 67202

**THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.**

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

## **Attachment No. 2 to Exhibit "A" – CIP Scope of Services**

### **Required Plan Coordinate Information**

#### **Arterial Street Projects & Infill (Existing Neighborhoods)**

##### **I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

##### **II. WATER LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

##### **III. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

##### **IV. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

**THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.**

**Sub-Division Projects**

**I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

**II. WATER DISTRIBUTION SYSTEM**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

**III. WATER SUPPLY LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

**IV. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCB at each end (outside face of hubguard); if box rotated, each corner, outside face

**V. MASS GRADING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
  - centerline @ 100' Sta on tangent sections
  - pc/pt points & 50' along curves
- special drainage swales
  - pc/pt points, pi's & 50' Sta in between
- ponds
  - any grades breaks between pond bottom and rear property line
  - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

## **VI. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

**In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.**

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs

- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans



**Attachment No. 3 to Exhibit "A" – CIP Scope of Services**

**Project Name**

**Utility Location Verification for ULCC Sub-Committee (Date)**

Field Check: ☐ Office Check: ☐

UTILITY: \_\_\_\_\_ Checked by \_\_\_\_\_ on \_\_\_\_\_

**Utility Location:**

- ☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary  
☐ Utility will need to relocate ☐ Utility is located in Private Easement  
☐ Utility will need to relocate and is interested in proposed ROW (IF applicable) ☐ Private Easement Documentation Attached

**Briefly Describe Type and Location of Facilities within Project:**

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Estimate Time for Relocation: ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

Weather Sensitive: ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

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**Utility Plan Review:**

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

---

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Additional Information requested from Consultant: \_\_\_\_\_

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Utility Requests Paper Plans (choose one): ☐ Full Size ☐ Half Size ☐ Cross-Sections (Full Size)

**Please email this form on or before Date to:**

Project Engineer Consultant  
Company  
E-mail

Leslie Hicks  
City of Wichita  
lhicks@wichita.gov

**Attachment No. 4 to Exhibit "A" – CIP Scope of Services**

Individual Project Name (i.e., Amidon, 21st to 29th Street North)											
Current Date	2009 Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Main Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Cost Utilities notified of R/W completion	Project Proposed (Bid Date)	Proposed Utility Clear Date (Project)
2/21/2013	131111/222222	Kallman	Don Lee / Ruggles & Nelson	2/21/2013	2/21/2013			No			
Utility Contact				Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)	Utility needs R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date	
<b>Westar (Distribution)</b>											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											
<b>Westar (Transmission)</b>											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

[illegible]

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

## **EXHIBIT "B"**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, up-grading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be

deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita  
City Council Meeting  
June 7, 2016**

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No.1 for Sanitary Sewer Improvements to Serve Pearl Beach Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve Supplemental Design Agreement No. 1.

**Background:** On May 10, 2016, the City Council approved a design agreement with Baughman Company P.A. (Baughman) for sanitary sewer improvements to serve Pearl Beach Addition.

**Analysis:** The project has now reached the staking and inspection phase. Due to engineering field staff's current workload, a supplemental agreement has been prepared for Baughman to provide the additional services.

**Financial Considerations:** The original design service fee was \$74,000. The cost of the additional services is \$31,600, which brings the total design fee to \$105,600. Funding is available within the existing budget, approved by the City Council on December 22, 2015, and is 100% funded by special assessments.

**Legal Considerations:** Supplemental Design Agreement No. 1 has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Design Agreement No.1 and authorize the necessary signatures.

**Attachment:** Approve Supplemental Design Agreement No. 1



SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 10, 2016  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
BAUGHMAN COMPANY, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 10, 2016) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **PEARL BEACH ADDITION** (Project No.468-85087\_744411).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein);

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**STAKING, INSPECTION & AS-BUILT** for  
Lateral 550, serving Lots 1 through 33, Block A and Lots 1 through 21, Block B, Pearl Beach Addition  
(as per the City of Wichita Standard Construction Engineering Practices)

**B. PAYMENT PROVISIONS**

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee amount of \$31,600.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by Sept. 2016;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the original Contract, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

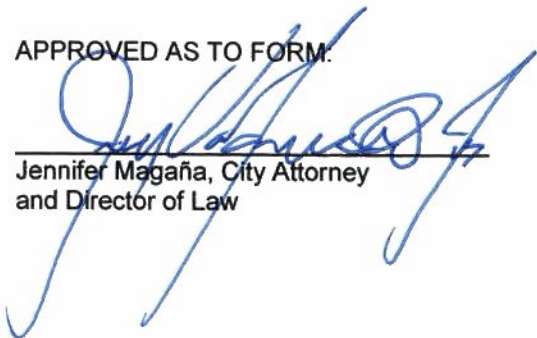
CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor


ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney  
and Director of Law

BAUGHMAN COMPANY, P.A.

  
\_\_\_\_\_  
N. Brent Wooten, P.E.  
President

**CITY OF WICHITA**  
**City Council Meeting**  
**June 7, 2016**

**TO:** Mayor and City Council

**SUBJECT:** Dedication of Land near Clifton Avenue and 55<sup>th</sup> Street South for a Re-use Water Line (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Accept the dedication.

**Background:** On December 15, 2015, the City Council approved a project for the design and construction of a re-use water line to transport treated effluent water from Wastewater Plant No. 2 to Spirit AeroSystems. The proposed alignment generally utilizes existing easements and Clifton Avenue right-of-way. The project originally required seven permanent easements to be acquired; an additional easement is required from the 55<sup>th</sup> and Clifton site increasing the needed easements to eight. Upon further research it had been determined that there are existing utilities within an area not formalized with an easement. An additional 39,712 square foot easement near the Arkansas River is required. The site is vacant and unimproved.

**Analysis:** The property owner agreed to dedicate the proposed easement to the City of Wichita.

**Financial Considerations:** The amount for recording costs and other administrative fees is estimated at \$100. There is sufficient budget available to cover these costs within the existing re-use water line project which was approved by the City Council on December 15, 2015. The project is to be funded through the Sewer Utility Improvement Fund.

**Legal Considerations:** The Law Department has approved the easement as to form.

**Recommendation/Action:** It is recommended that the City Council accept the dedication, and approve the budget.

**Attachments:** Permanent easement and tract map.

## PERMANENT EASEMENT

THIS EASEMENT made this 16 day of MAY, 2016, by and between JRD, LLC, a Kansas limited liability corporation, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

**WITNESSETH:** That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing a sewer and/or water line, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A tract of land lying in Government Lot 1 in the Northeast Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas said tract of land being more particularly described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence on a Kansas coordinate system of 1983 south zone bearing of S88°45'31"W, 714.48 feet along the north line of said Northeast Quarter; thence S01°14'29"E, 250 feet to the Point of Beginning, said point being on the south line of a 50 foot sewer easement as recorded on Film 0766, Page 0034; thence S48°59'28"W 229.50 feet; thence S19°30'52"W 204.72 feet; thence S87°00'52"W, 152.06 feet to the east Ordinary High Water Mark of the Arkansas River; thence along said east Ordinary High Water Mark for the next 4 courses; thence N01°17'29"W, 6.35 feet; thence N21°20'26"E, 13.39 feet; thence N01°10'58"W, 66.32 feet; thence N06°34'47"W, 36.84 feet; thence N88°45'13"E, 86.53 feet; thence N48°59'28"E, 144.38 feet; thence N19°30'52"E, 137.73 feet to the south line of said 50 foot sanitary sewer easement; thence N88°45'32"E, 152.85 feet along said south line to the Point of Beginning.

Said tract of land contains 39,712 sq. ft., more or less.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such water line.

**IN WITNESS WHEREOF:** The said first party has signed these presents the day and year first written

JRD, LLC

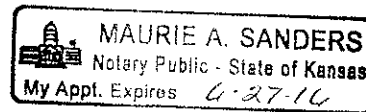
By: Jay Russell, Managing Member

STATE OF KANSAS     )  
                                  ) ss:  
SEDGWICK COUNTY    )

This instrument was acknowledged before me on 14 day of MAY, 2016 by Jay Russell as Managing Member of JRD, LLC, a Kansas Limited Liability corporation.

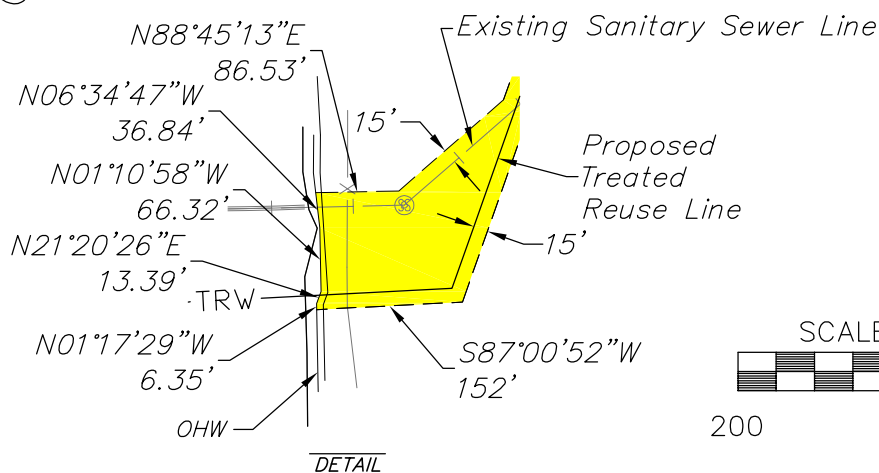
Maurie A. Sanders  
Notary Public

My Commission Expires: June 27, 2016



Approved as to form.

Jennifer Magana  
Jennifer Magana, City Attorney and Director of Law



*VICINITY MAP*

SHEET NO.

1 OF 2



LEGAL DESCRIPTION:

A tract of land lying in Government Lot 1 in the Northeast Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas said tract of land being more particularly described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence on a Kansas coordinate system of 1983 south zone bearing of S88°45'31"W, 714.48 feet along the north line of said Northeast Quarter; thence S01°14'29"E, 250 feet to the Point of Beginning, said point being on the south line of a 50 foot sewer easement as recorded on Film 0766, Page 0034; thence S48°59'28"W 229.50 feet; thence S19°30'52"W 204.72 feet; thence S87°00'52"W, 152.06 feet to the east Ordinary High Water Mark of the Arkansas River; thence along said east Ordinary High Water Mark for the next 4 courses; thence N01°17'29"W, 6.35 feet; thence N21°20'26"E, 13.39 feet; thence N01°10'58"W, 66.32 feet; thence N06°34'47"W, 36.84 feet; thence N88°45'13"E, 86.53 feet; thence N48°59'28"E, 144.38 feet; thence N19°30'52"E, 137.73 feet to the south line of said 50 foot sanitary sewer easement; thence N88°45'32"E, 152.85 feet along said south line to the Point of Beginning.

Said tract of land contains 39,712 sq. ft., more or less.

OWNER:

JRD LLC  
PO BOX 75337  
WICHITA KS 67275-0337

PROPERTY IDENTIFICATION:

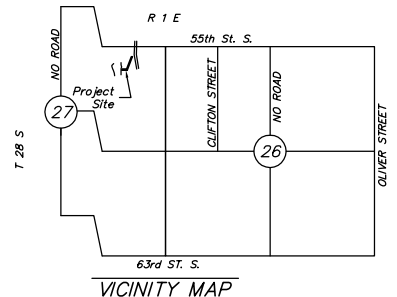
C 0071500UP

LEGEND:

P.O.C. – Point of Commencement  
P.O.B. – Point of Beginning  
O.H.W. – Ordinary High Water  
Based on observation  
2-24-2016



Permanent Easement  
=39,712 sq. ft. (more or less)



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**City of Wichita  
City Council Meeting  
June 7, 2016**

**TO:** Mayor and City Council

**SUBJECT:** Funding and Supplemental Agreement No. 2 for Improvements to 37<sup>th</sup> Street North, Oliver to Woodlawn (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendation:** Approve the revised budget and Supplemental Agreement No. 2 and adopt the amending resolution.

**Background:** On July 15, 2014, the City Council approved an agreement with Professional Engineering Consultants (PEC) to design improvements to 37<sup>th</sup> Street North, between Oliver and Woodlawn. The project area lies adjacent to properties annexed by both the cities of Wichita and Bel Aire. The design concept was approved by the Bel Aire City Council on February 17, 2015 and the Wichita City Council on April 21, 2015. The following supplemental agreements have been approved to date:

Agreement No.	Date Approved	Services Provided	Cost
Original	July 15, 2014	Original design services agreement (concept design).	\$51,344
No. 1	May 19, 2015	Design services for widening 37 <sup>th</sup> Street from a two-lane to a three-lane roadway with curb and gutter, and an underground storm sewer, including an on-street bike lanes, sidewalk along both sides of the street, and waterline work.	\$188,656
<b>Design Fee to Date:</b>			<b>\$240,000</b>

**Analysis:** The Union Pacific Railroad (UPR) required additional tract maps and legal descriptions, outside the original scope of work. A supplemental agreement has been prepared for coordination and permitting with UPR for the project.

**Financial Considerations:** The design fee to date is \$240,000. The cost of the additional services is \$2,150, bringing the total design fee to \$242,150. Funding for the supplemental agreement is available within the existing budget approved by the City Council on March 22, 2016, and is funded by general obligation bonds and federal funding.

On January 27, 2015, the City Council approved an agreement with the City of Bel Aire. The agreement provided that the City of Wichita would let and construct the project, with the City of Bel Aire reimbursing 100% of the cost associated with any City of Bel Aire owned utilities. The current approved budget of \$4,840,000 does not include funding for construction of a Bel Aire waterline that is necessary with the improvements. Staff requests adding an additional \$125,000 of general obligation bond funding to cover the cost of the Bel Aire waterline. As agreed upon, the City of Wichita will invoice the City of Bel Aire to recoup the cost of the waterline, after construction. This brings the total revised budget to \$4,965,000, which includes \$2,954,791 in federal funding and \$2,010,209 in general obligation bond funding.



**Legal Considerations:** The Law Department has reviewed and approved the amending resolution and Supplemental Agreement No. 2 as to form.

**Recommendation/Action:** It is recommended that the City Council approve the revised budget and Supplemental Agreement No. 2, adopt the amending resolution, and authorize the necessary signatures.

**Attachments:** Amending resolution, Supplemental Agreement No. 2, and budget sheet.

# Project Request



CIP



Non-CIP

CIP YEAR:

2016, 2017

CIP #:



NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works &amp; Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85157

COUNCIL DISTRICT: 01 Council District 1

DATE COUNCIL APPROVED: 6-7-2016

REQUEST DATE:

PROJECT #: 211528

PROJECT TITLE: 37th Street North, Oliver to Woodlawn

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 37th Street North, Oliver to Woodlawn

OCA #: 707064

OCA TITLE: 37th Street North, Oliver to Woodlawn

PERSON COMPLETING FORM: Kim Pelton

PHONE #: 268-4499

PROJECT MANAGER: Shawn Mellies

PHONE #: 268-4632

☐ NEW BUDGET☒ REVISED BUDGET**Revenue Object Level 3****Original Budget****Adjustment****New Budget**

9720 G.O. Bonds	\$340,000.00	\$1,670,209.00	\$2,010,209.00
8062 Federal pass thru State	\$0.00	\$2,954,791.00	\$2,954,791.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$340,000.00	\$4,625,000.00	\$4,965,000.00

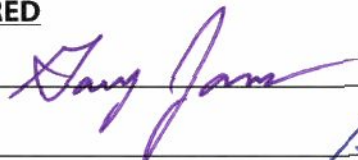
**Expense Object Level 3**

2999 Contractuals	\$340,000.00	\$4,625,000.00	\$4,965,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$340,000.00	\$4,625,000.00	\$4,965,000.00

NOTES:

**SIGNATURES REQUIRED**

DIVISION HEAD:



DATE:

05/12/16

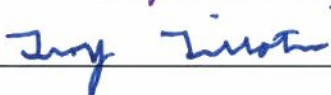
DEPARTMENT HEAD:



DATE:

5/24/16

BUDGET OFFICER:



DATE:

5/12/16

CITY MANAGER:

DATE:

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 16-062 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by Resolution No. 16-062 of the City (the "Prior Resolution"), authorized the following described public improvements:

**Design of improvements to 37<sup>th</sup> Street North, between Oliver and Woodlawn, as necessary  
for a major traffic facility (472-85157).**

(the "Project") and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** Section 1 of the Prior Resolution is hereby amended to read as follows:

**Section 1. Amendment.** *Section 1* of **Resolution No. 15-135** of the City of Wichita is hereby amended to read as follows

**Section 1. Amendment.** *Section 1* of **Resolution No. 14-193** of the City of Wichita is hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$4,965,000** with such portion as not paid by Federal grants to be paid by general obligation bonds of the City, in accordance with plans and specifications prepared or approved by the City Engineer.

**Section 2. Repealer; Ratification.** Section 1 of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of expenditures made on or after the date which is 60 days prior to the July 15, 2014, adoption of Resolution No. 14-193, to the extent of Bonds authorized thereunder, 60 days prior to the May 19, 2015, adoption of Resolution No. 15-135, to the extent of Bonds authorized thereunder, 60 days prior to the March 22, 2016, adoption of Resolution No. 16-062 and expenditures made on or after the date 60 days prior to the adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 4. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on June 7, 2016.

\_\_\_\_\_  
JEFF LONGWELL, MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, Director of Law

SUPPLEMENTAL AGREEMENT NO. 2  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 15, 2014  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated July 15, 2014) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **37TH STREET NORTH, OLIVER TO WOODLAWN** (Project No.472-85157\_707064).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein);

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Coordination with Union Pacific Railroad for  
37<sup>th</sup> St. North, Oliver to Woodlawn (see Attached for details)**

**B. PAYMENT PROVISIONS**

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the not to exceed amount of **\$2,150.00**.

**C. COMPLETION**

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by (completed).
- (b) Office check plans by (completed).
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by May 31, 2016.

**D. PROVISIONS OF THE ORIGINAL AGREEMENT**

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

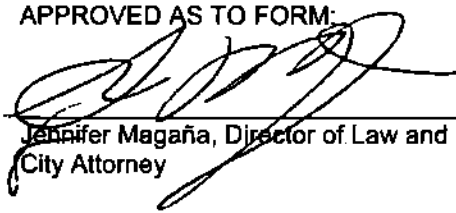
CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

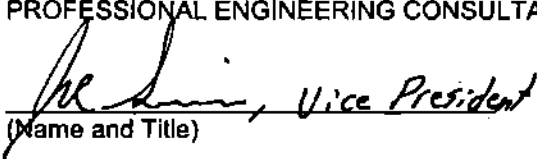
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, Director of Law and  
City Attorney

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

  
\_\_\_\_\_  
(Name and Title)



April 6, 2016

Mr. Shawn Mellies, P.E.  
Chief Design Engineer  
Wichita City Hall, 7<sup>th</sup> Floor Engineering  
455 N. Main Street  
Wichita, KS. 67202

Reference: Supplemental Agreement No. 2  
37<sup>th</sup> Street North, Oliver to Woodlawn  
COW Project No. 472-85157 (707064)  
PEC Project No. 14133-000-0042

Dear Mr. Mellies:

In accordance with Paragraph IV. B.2. of the agreement dated July 15, 2014 between the City of Wichita and Professional Engineering Consultants, P.A., per your request we are submitting a Scope of Services and fee for additional services to be performed on the above referenced project. Exhibit A-1 attached hereto summarizes the additional scope of services for Supplemental Agreement No. 2 for the project.


Following is a summary of requested modified payment provisions for the additional services:

Original Contract (Concept & Survey)	\$51,344.00
Supplemental Agreement No. 1 (Design Phase)	\$216,156.00
<b>Supplemental Agreement No. 2</b>	
Item 1 (Railroad Coordination)	<b><u>\$2,150.00</u></b>
<b>Grand Total (Lump Sum)</b>	<b>\$269,650.00</b>

We respectfully submit this request for your consideration. If you have questions or need additional information please contact me at 262-2691.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

  
Joe Surmeier, P.E.  
Municipal Transportation Division Manager

JPS/kah

**SCOPE OF SERVICES (Additional)**  
**For**  
**37<sup>th</sup> STREET NORTH, OLIVER TO WOODLAWN**  
**(Project No. 472-85157)**

Coordination efforts between the City and the UPRR railroad result in the following additional items to be prepared by the Consultant:

- Signed and sealed legal descriptions and tract maps for for encroachment easements
- Plan modifications required by the UPRR
- Processing fees for review of the Hydraulic & Hydrology study analysis



**RESOLUTION NO. 16-127**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 16-062 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by Resolution No. **16-062** of the City (the “Prior Resolution”), authorized the following described public improvements:

**Design of improvements to 37<sup>th</sup> Street North, between Oliver and Woodlawn, as necessary for a major traffic facility (472-85157).**

(the “Project”) and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** Section 1 of the Prior Resolution is hereby amended to read as follows:

**Section 1. Amendment.** *Section 1* of **Resolution No. 15-135** of the City of Wichita is hereby amended to read as follows

**Section 1. Amendment.** *Section 1* of **Resolution No. 14-193** of the City of Wichita is hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$4,965,000** with such portion as not paid by Federal grants to be paid by general obligation bonds of the City, in accordance with plans and specifications prepared or approved by the City Engineer.

**Section 2. Repealer; Ratification.** **Section 1** of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of expenditures made on or after the date which is **60 days prior to the July 15, 2014, adoption of Resolution No. 14-193, to the extent of Bonds authorized thereunder, 60 days prior to the May 19, 2015, adoption of Resolution No. 15-135, to the extent of Bonds authorized thereunder, 60 days prior to the March 22, 2016, adoption of Resolution No. 16-062 and expenditures made on or after the date 60 days prior to the adoption of this Resolution**, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 4. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on June 7, 2016.

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JEFF LONGWELL, MAYOR

(SEAL)

ATTEST:

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KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law

City of Wichita  
City Council Meeting  
June 7, 2016

**TO:** Mayor and City Council

**SUBJECT:** Surplus of City-owned Properties at 1732 West 29<sup>th</sup> Street and 3010 North Amidon (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Declare the properties surplus.

**Background:** In 2013, the City of Wichita acquired the properties at 1732 West 29<sup>th</sup> Street and 3010 North Amidon as needed for the Amidon, 21<sup>st</sup> to 29<sup>th</sup> Street road project. The residential structures at each property were in close proximity to the proposed road project. The properties were acquired in their entirety and the improvements were razed. The site was also used during construction for staging purposes. The two lots together are comprised of 32,908 square feet. Now that the project is complete, the remnant site is estimated to have approximately 28,900 square feet of excess land.

**Analysis:** The Office of Property Management requests permission to declare the properties as surplus and available for sale. Upon approval of the declaration of surplus, the adjacent owners will be advised of the parcel's availability and the properties will be marketed to the general public. If an acceptable offer is received, it will be presented for approval. A survey will need to be completed to determine the exact size of the remnant property.

**Financial Considerations:** The City will receive cash consideration for the sale of the property. Additionally, the sale of the property to a private party will place additional value into the tax base and relieve the City of the cost of maintenance.

**Legal Considerations:** Any agreement for sale will be provided to Law to be reviewed as to form.

**Recommendation/Action:** It is recommended that the City Council declare the properties as surplus and designate them as available for sale to the general public.

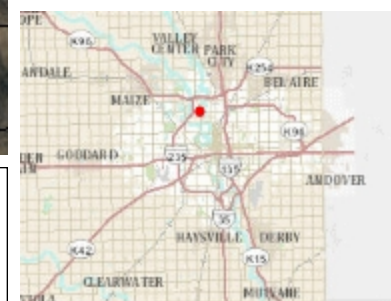
**Attachment:** Aerial map.



## Legend

☐ Parcels

1: 1,336



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

Map Created On: 5/25/16 2:53 PM

City of Wichita  
City Council Meeting  
June 7, 2016

**TO:** Mayor and City Council

**SUBJECT:** Haunted Island Attraction at Watson Park (District III)

**INITIATED BY:** Department of Park & Recreation

**AGENDA:** Consent

---

**Recommendation:** Approve the contract and authorize all signatures.

**Background:** The Department of Park and Recreation received proposals to offer a seasonal attraction at Watson Park during the fall of 2016. This attraction has the potential to bring in additional revenue to assist in improved cost recovery for the park and to offer a seasonal attraction that has been absent since 2013, but has been requested by the public to be offered again.

**Analysis:** Cambro, Inc. DBA Plant Kingdom was recommended by a selection committee comprised of City staff. Three proposals were considered and interviews were held with all three vendors to identify the vendor that offered the best potential value to the public. Based upon the proposals and presentations, Cambro, Inc. was recommended by the committee for its professional qualifications, commission amount that will be paid to the City, and operations plan.

**Financial Considerations:** The vendor that offered the highest percentage commission was selected, with 15% of revenue after sales tax being paid to the City in 2016 and 30% of revenue after sales tax in subsequent years (2017-2021). This opportunity for increased revenue for the park will help offset other expenditures and improve overall cost recovery. There is also the opportunity for increased sales at the Watson Park concession stand due to the event.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the contract and authorize all signatures.

**Attachment:** Contract.

**CONTRACT  
for  
HAUNTED ATTRACTION-WATSON PARK**

**THIS CONTRACT** entered into this 3<sup>rd</sup> day of May, 2016, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **CAMBRO INC. DBA PLANT KINGDOM'S WICKED WOODS** (Vendor Code Number 826925-001), whose principal office is at 3640 S. Topeka St., Wichita, Kansas, 67216 Telephone Number (316) 524-5311 hereinafter called "**CONTRACTOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposal for **FP640007**; and

**WHEREAS**, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP640007, which is are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP640007, shall be considered a part of this contract and is incorporated by reference herein.
2. **Logistics.** **CONTRACTOR** will provide advance notification and obtain prior approval from Park staff for all setup and breakdown of the attraction during non-public park hours. Upon breakdown and removal of attraction, all items are to be kept from public view and Park Manager will inspect for compliance.

**CONTRACTOR** and the Watson Park Manager together will consult if the event closes early for the evening due to weather or any other circumstances with the final decision to be made by Park staff.

**CONTRACTOR** must submit in writing to the Watson Park staff requests for any use of additional equipment or park property. This may include, but is not limited to, shelters, hayrack rides and the train.

**CONTRACTOR** will obtain all permits and licenses required by the City of Wichita and the State of Kansas at their own expense.

**CONTRACTOR** Pay all additional security costs for off-duty Wichita Police Officers to be assigned by the City of Wichita for parking control and event security. This amount will be paid from gross receipts.

**CONTRACTOR** shall provide the **CITY** with detailed information and schedule of any additional activities and promotions. Such notice must be received by the City no less than seven days prior to the activity or promotion. All activities and promotions require approval by the City.

The City of Wichita, Department of Park and Recreation, has the right to approve/disapprove all product sold including type of food and beverage provided. The City has the right to designate type of food or beverage sold in accordance with the previous agreements with food and beverage providers. All products must be approved by the **CITY**.

The **CITY** will be responsible for staffing the concession stand until 12 midnight on operating nights and has the authority to close early if other obligations become necessary.

3. **Compensation.** **CONTRACTOR** agrees to pay to **CITY** in first year (2016) of contract:
  - 15% of revenue after sales tax.
    - **CONTRACTOR** also agrees on providing demolition services of the abandoned building on the Watson Island before the haunted attraction is open to the public in October 2016. **CONTRACTOR** also agrees to be responsible for debris removal.
  - 30% of revenue after sales tax in year 2-5 (2017-2021)
  - With respect to collections of monies, the agent of the **CONTRACTOR** shall, at the discretion of the **CITY**, be accompanied by an agent of the Parks and Recreation Department; said agent of the Parks and Recreation Department shall have the right to count the proceeds of said collections; to check the registers on the machines from which the collections were made, and to verify the fact that the report of the **CONTRACTOR'S** agent corresponds to the count thus made and the register number indicated on the machine.
  - **CONTRACTOR** agrees to pay the **CITY** \$30 per hour for two Tractor drivers to shuttle participants from the exit area to their vehicles.

4. **Term.** The term of this contract shall be for a term from June 1, 2016 through December 1, 2016, with options to renew the Contract under the same terms and conditions for four (4) successive one year terms by mutual written agreement of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

5. **Indemnification and Insurance.**

- a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property or other liability loss arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.
- b. The risk of loss of merchandise or equipment or any monies whether caused by theft, pilferage or in any manner whatsoever is hereby expressly assumed by the **CONTRACTOR** and there shall be no deductions from the payment required to be made by the **CONTRACTOR** to the **CITY**.

c. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:



Employers Liability

\$100,000 Each Accident  
\$500,000 Aggregate  
\$100,000 Occupational Disease

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement.

6. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

7. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

9. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

13. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor represents the he or she is duly authorized by the contractor to execute this contract, and that the contractor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

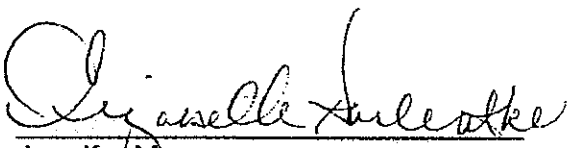
**CITY OF WICHITA, KANSAS**

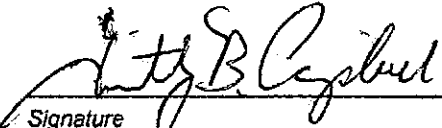
\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Jeff Longwell  
Mayor

**APPROVED AS TO FORM:**

**CAMBRO INC. DBA PLANT  
KINGDOM'S WICKED WOODS**

*for*   
\_\_\_\_\_  
Jennifer Magana  
City Attorney & Director of Law

  
\_\_\_\_\_  
Signature  
*Timothy B. Campbell*  
\_\_\_\_\_  
Print Name  
*President*  
\_\_\_\_\_  
Title (President or Corporate Officer)

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita  
City Council Meeting  
June 7, 2016**

**TO:** Mayor and City Council

**SUBJECT:** Funding for Redbud Multi-Use Path (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Approve the revised budget, waive City Council Policy No. 2 regarding the use of project savings to allow transfer of funds, and adopt the amending resolutions.

**Background:** On January 27, 2015, the City Council approved a revised project budget of \$2,851,868 for construction and construction oversight, including inspection by City staff and construction support by the design consultant, administration, and other related costs for the Redbud Multi-Use Path from Hydraulic, near Murdock, to the intersection of 17<sup>th</sup> and Oliver.

**Analysis:** Federal funding in the amount of \$1,650,000 was approved for the project and originally intended to cover the cost of artwork elements. During the course of the project, the Kansas Department of Transportation (KDOT) determined that the artwork could not be considered a participating cost and was made ineligible for federal funding. This resulted in an \$180,000 unbudgeted project cost. In addition, inspection costs were higher than originally estimated due to numerous unforeseen issues with the project. This has resulted in a final budget shortfall of approximately \$225,000.

**Financial Considerations:** The approved budget is \$2,851,868. Staff proposes adding an additional \$225,000 in general obligation bond (GO) funding available for transfer from the K-96 and Hoover Road project. The additional funding will allow for payment of the budget shortfall. The \$225,000 offset of GO bond funding in the K-96 and Hoover Road Interchange project is due to lower than anticipated bid prices. Staff requests waiver of City Council Policy No. 2 regarding the use of project savings to allow this transfer of funds. The total revised budget would be \$3,076,868, which will allow project completion.

**Legal Considerations:** The amending resolutions have been reviewed and approved as to form by the Law Department

**Recommendation/Actions:** It is recommended that the City Council approve the revised budget, waive City Council Policy No. 2 regarding the use of project savings to allow transfer of funds, adopt the amending resolutions, and authorize the necessary signatures.

**Attachments:** Amending resolutions and budget sheets.

# Project Request

☒ CIP ☐ Non-CIP CIP YEAR: 2015 CIP #: \_\_\_\_\_

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85007

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: 6-7-2016 REQUEST DATE: \_\_\_\_\_

PROJECT #: 211500 PROJECT TITLE: Red Bud Multit-Use Path 472-85007

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Red Bud Multit-Use Path 472-85007

OCA #: 707035 OCA TITLE: Red Bud Multit-Use Path 472-85007

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

☐ NEW BUDGET ☒ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$1,200,000.00	\$225,000.00	\$1,425,000.00
8062 Federal pass thru State	\$1,651,868.00	\$0.00	\$1,651,868.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$2,851,868.00	\$225,000.00	\$3,076,868.00

## Expense Object Level 3

2999 Contractuals	\$2,851,868.00	\$225,000.00	\$3,076,868.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$2,851,868.00	\$225,000.00	\$3,076,868.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: 

CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 05/12/16

DATE: 5/24/16

DATE: 5/20/16

DATE: \_\_\_\_\_

**RESOLUTION NO. 16-\_\_**

**A RESOLUTION AMENDING SECTION 1 OF RESOLUTION NO. 15-025, AMENDING SECTION 3 OF RESOLUTION NO. 12-258 OF THE CITY OF WICHITA, KANSAS, WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY, AND REPEALING THE PRIOR VERSION THEREOF.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore, by Resolution No. 15-025 of the City (the "Prior Resolution") amending the initial Section 3 of Resolution No. 12-258 of the City, which amended Section 2 of Resolution No. 11-219 of the City, authorized the following described public improvements:

**The design, acquisition of right-of-way, and construction for a multi-use path along the rail banked right-of-way between the I-135 Freeway and Oliver (472-85007).**

(the "Project") and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** Section 1 of the Prior Resolution is hereby amended to read as follows:

**Section 1. Amendment.** The initial Section 3 of Resolution 12-258 is hereby amended to read as follows:

**SECTION 3.** Section 2 of Resolution No. 11-219 is hereby amended to read as follows:



**“SECTION 2.** It is hereby authorized, ordered and directed that the Project, together with the administrative and financing costs thereof, be acquired and/or constructed at an estimated cost of \$3,076,868, exclusive of the cost of interest on financing and administrative and financing costs, in accordance with specifications prepared or approved by the City Engineer. The Bonds may be issued to reimburse expenditures authorized by Resolution No. 11-219 made on or after the date which was 60 days before the date of adoption of such Resolution and to reimburse additional expenditures authorized by Resolution No. 12-258 made on or after the date which was 60 days before the date of adoption of Resolution No. 12-258, and to reimburse additional expenditures authorized by Resolution No. 15-025 made on or after the date which was 60 days before the date of adoption of Resolution No. 15-025, and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.”

**Section 2. Repeal.** The prior version of the Section 1 of Resolution No. 15-025 is hereby repealed.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing body.


ADOPTED by the City Council of the City of Wichita, Kansas, on June 7, 2016.

\_\_\_\_\_  
JEFF LONGWELL, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JENNIFER MAGAÑA, CITY ATTORNEY  
AND DIRECTOR OF LAW

# Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2015

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 400 Freeways

ENGINEERING REFERENCE #: 472-84780

COUNCIL DISTRICT: 06 Council District 6

DATE COUNCIL APPROVED: 6-7-2016

REQUEST DATE:

PROJECT #: 209464

PROJECT TITLE: K-96 & Hoover Interchange 472-84780

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: K-96 & Hoover Interchange 472-84780

OCA #: 706999

OCA TITLE: K-96 & Hoover Interchange 472-84780

PERSON COMPLETING FORM: Kim Pelton

PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

## Revenue Object Level 3 Original Budget Adjustment New Budget

9720 G.O. Bonds	\$6,040,000.00	(\$825,000.00)	\$5,215,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$6,040,000.00	(\$825,000.00)	\$5,215,000.00

## Expense Object Level 3

2999 Contractuals	\$6,040,000.00	(\$825,000.00)	\$5,215,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$6,040,000.00	(\$825,000.00)	\$5,215,000.00

### NOTES:

\$225K to Red Bud  
472-84870; \$600K to  
Pawnee Bridge  
472-84922

### SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE: 05/12/16

DATE: 5/24/16

DATE: 5/12/16

DATE:

**RESOLUTION NO. \_\_\_\_ - \_\_\_\_**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-380 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by **Resolution No. 15-380** of the City (the "Prior Resolution"), authorized the following described public improvements:

**The design, acquisition of right-of-way, relocation of utilities, and construction of the intersection of K-96 and Hoover Road as necessary for a major traffic facility (472-84780)**

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** *Section 1* of the Prior Resolution is hereby amended to read as follows:

**Section 1. Amendment.** *Section 1* of Resolution No. 15-339 of the City of Wichita is hereby amended to read as follows:

**Section 1. Amendment:** *Section 2* of Resolution No. 15-031 of the City of Wichita, Kansas is hereby amended to read as follows:

**SECTION 2.** *SECTION 2* of Resolution No. 14-042 of the City of Wichita, Kansas is hereby amended to read as follows:

**SECTION 2.** *SECTION 2* of Resolution No. 09-028 of the City of Wichita, Kansas, is hereby amended to read as follows:

**SECTION 2.** All costs of the design, acquisition of right of way, relocation of utilities and construction of the interchange and related infrastructure improvements which are not paid with Local Sales Tax proceeds, and which are estimated in the

amount of \$5,215,000, plus interest on financing and administrative and financing costs, are authorized to be financed with the proceeds of general obligation bonds of the City pursuant to K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156 (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of Resolution No. 09-028 to the extent of Bonds authorized thereunder and 60 days before the date of adoption of Resolution No. 14-042 to the extent of increased authorization contained therein, and 60 days before the date of adoption of Resolution No. 15-031 to the extent of Bonds authorized thereunder, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Repealer; Ratification.** *Section 1* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

*Jennifer Magaña*  
for Jennifer Magaña, City Attorney and Director of Law

**RESOLUTION NO. 16-128**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-380 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by **Resolution No. 15-380** of the City (the “Prior Resolution”), authorized the following described public improvements:

**The design, acquisition of right-of-way, relocation of utilities, and construction of the intersection of K-96 and Hoover Road as necessary for a major traffic facility (472-84780)**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** *Section 1* of the Prior Resolution is hereby amended to read as follows:

**Section 1. Amendment.** *Section 1* of Resolution No. 15-339 of the City of Wichita is hereby amended to read as follows:

**Section 1. Amendment.** *Section 2* of Resolution No. 15-031 of the City of Wichita, Kansas is hereby amended to read as follows:

SECTION 2. SECTION 2 of Resolution No. 14-042 of the City of Wichita, Kansas is hereby amended to read as follows:

SECTION 2. SECTION 2 of Resolution No. 09-028 of the City of Wichita, Kansas, is hereby amended to read as follows:

SECTION 2. All costs of the design, acquisition of right of way, relocation of utilities and construction of the interchange and related infrastructure improvements which are not paid with Local Sales Tax proceeds, and which are estimated in the

amount of **\$5,215,000**, plus interest on financing and administrative and financing costs, are authorized to be financed with the proceeds of general obligation bonds of the City pursuant to K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156 (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of Resolution **No. 09-028** to the extent of Bonds authorized thereunder and 60 days before the date of adoption of Resolution **No. 14-042** to the extent of increased authorization contained therein, and 60 days before the date of adoption of Resolution **No. 15-031** to the extent of Bonds authorized thereunder, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Repealer; Ratification.** *Section 1* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

**RESOLUTION NO. 16-\_\_\_\_**

**A RESOLUTION AMENDING SECTION 1 OF RESOLUTION NO. 15-025, AMENDING SECTION 3 OF RESOLUTION NO. 12-258 OF THE CITY OF WICHITA, KANSAS, WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY, AND REPEALING THE PRIOR VERSION THEREOF.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore, by Resolution No. 15-025 of the City (the “Prior Resolution”) amending the initial Section 3 of Resolution No. 12-258 of the City, which amended Section 2 of Resolution No. 11-219 of the City, authorized the following described public improvements:

**The design, acquisition of right-of-way, and construction for a multi-use path along the rail banked right-of-way between the I-135 Freeway and Oliver (472-85007).**

(the “Project”) and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** Section 1 of the Prior Resolution is hereby amended to read as follows:

**Section 1. Amendment.** The initial Section 3 of Resolution 12-258 is hereby amended to read as follows:

**SECTION 3.** Section 2 of Resolution No. **11-219** is hereby amended to read as follows:

**“SECTION 2.** It is hereby authorized, ordered and directed that the Project, together with the administrative and financing costs thereof, be acquired and/or constructed at an estimated cost of \$3,076,868, exclusive of the cost of interest on financing and administrative and financing costs, in accordance with specifications prepared or approved by the City Engineer. The Bonds may be issued to reimburse expenditures authorized by Resolution No. 11-219 made on or after the date which was 60 days before the date of adoption of such Resolution and to reimburse additional expenditures authorized by Resolution No. 12-258 made on or after the date which was 60 days before the date of adoption of Resolution No. 12-258, and to reimburse additional expenditures authorized by Resolution No. 15-025 made on or after the date which was 60 days before the date of adoption of Resolution No. 15-025, and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.”

**Section 2. Repeal.** The prior version of the Section 1 of Resolution No. 15-025 is hereby repealed.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on June 7, 2016.

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JEFF LONGWELL, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

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JENNIFER MAGAÑA, CITY ATTORNEY  
AND DIRECTOR OF LAW



**City of Wichita  
City Council Meeting  
June 7, 2016**

**TO:** Mayor and City Council

**SUBJECT:** Over Estimate Bid for Improvements to Pawnee Bridge at Arkansas River  
(Districts III and IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the revised estimate and acceptance of the lowest bid, waive City Council Policy No. 2 regarding the use of project savings to allow transfer of funds, and adopt the amending resolutions.

**Background:** On March 4, 2014, the City Council approved a design concept for improvements to the Pawnee Bridge at the Arkansas River. On April 4, 2014, the project was bid for construction, with all bids exceeding the Engineer's Estimate. The project was placed on hold due to lack of funding and was pending reprogramming in the 2015-2024 Capital Improvement Program (CIP). The City Council approved initiation of the 2015-2024 CIP funding on November 24, 2015. On May 6, 2016, the project was bid for construction again with all bids exceeding the Engineer's Estimate.

**Analysis:** The existing bridge was built in 1961 and was last rehabilitated in 1992. Improvements needed are based on current inspection and include rehabilitation of abutments, repair and reseal of the deck and driving surface, and restoration of the pedestrian handrails and structural supports. Due to the extent of work needed and to protect the safety of the traveling public, the bridge will be closed to through traffic for the duration of the project. Through traffic on Pawnee will be detoured to McLean, 31<sup>st</sup> Street South and Broadway. Construction is slated to begin in summer of 2016 and be completed within approximately six months.

The lowest bid received for the project exceeded the Engineer's Estimate by less than \$368,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

**Financial Considerations:** The existing budget is \$2,358,000, and was approved by the City Council on November 24, 2015. Due to the over estimate bid, staff proposes adding an additional \$600,000 in general obligation bond (GO) funding available for transfer from the K-96 and Hoover Interchange project. The additional funding will allow for payment of the budget shortfall, potential change orders and additional staff costs. The \$600,000 offset of GO bond funding in the K-96 and Hoover Interchange is due to lower than anticipated bid prices. Staff requests waiver of City Council Policy No. 2 regarding the use of project savings to allow this transfer of funds. The total revised budget would be \$2,958,000, which will allow for payment of construction.

**Legal Considerations:** The Law Department has reviewed and approved the amending resolutions as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the revised estimate and acceptance of the lowest bid, waive City Council Policy No. 2 regarding the use of project savings to allow transfer of funds, adopt the amending resolutions, and authorize the necessary signatures.

**Attachments:** Budget sheets, amending resolutions, MKEC letter, bid summary.

# Project Request

☒ CIP ☐ Non-CIP CIP YEAR: 2015 CIP #: \_\_\_\_\_

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: \_\_\_\_\_

ENGINEERING REFERENCE #: 472-84922

FUND: 400 Street Improvements SUBFUND: 415 Bridges

COUNCIL DISTRICT: 18 Council Districts 3, 4 DATE COUNCIL APPROVED: 6-7-2016 REQUEST DATE: \_\_\_\_\_

PROJECT #: 249142 PROJECT TITLE: Pawnee Bridge at Little Arkansas River

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Pawnee Bridge at Little Arkansas River

OCA #: 715726 OCA TITLE: Pawnee Bridge at Little Arkansas River

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

☐ NEW BUDGET ☒ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$2,358,000.00	\$600,000.00	\$2,958,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$2,358,000.00	\$600,000.00	\$2,958,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$2,358,000.00	\$600,000.00	\$2,958,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$2,358,000.00	\$600,000.00	\$2,958,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: 

CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 05/19/16

DATE: 5/24/16

DATE: 5/18/16

DATE: \_\_\_\_\_

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION SUPPLEMENTING THE PROJECT AUTHORIZED BY ORDINANCE NO. 48-816, ORDINANCE NO. 49-672, AND ORDINANCE NO. 49-959 OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

**Design, acquisition of right-of-way, utility relocation and construction of improvements to Pawnee Bridge at Arkansas River (472-84922)**

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

**WHEREAS**, certain design and right of way acquisition costs of the Project have been previously authorized pursuant to Ordinance No. 48-816, Ordinance No. 49-672, Ordinance No. 49-959, and Resolution No. 15-368 and this Resolution is intended to supplement those Ordinances and Resolution and to authorize additional improvements and expenditures as a part of the Project pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$2,958,000, inclusive of the amounts previously authorized by Ordinance No. 49-959 and Resolution No. 15-368, in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

**Section 2. Project Financing.** All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which was 60 days before the date of adoption of **Ordinance No. 48-816** to the extent of Bonds authorized thereunder, and on or after the date 60 days before the date of adoption of **Ordinance No. 49-672** to the extent of Bonds authorized thereunder, and on or after the date 60 days before the date of adoption of **Resolution No. 15-368** to the extent of increased authorization contained therein, and 60 days before the date of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on June 7, 2016.

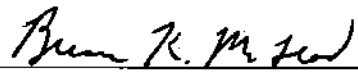
\_\_\_\_\_  
JEFF LONGWELL, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for JENNIFER MAGANA, CITY ATTORNEY  
AND DIRECTOR OF LAW

# Project Request

☒ CIP ☐ Non-CIP CIP YEAR: 2015 CIP #: \_\_\_\_\_

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 400 Street Improvements SUBFUND: 400 Freeways ENGINEERING REFERENCE #: 472-84780

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: 6-7-2016 REQUEST DATE: \_\_\_\_\_

PROJECT #: 209464 PROJECT TITLE: K-96 & Hoover Interchange 472-84780

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: K-96 & Hoover Interchange 472-84780

OCA #: 706999 OCA TITLE: K-96 & Hoover Interchange 472-84780

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

☐ NEW BUDGET ☒ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$6,040,000.00	(\$825,000.00)	\$5,215,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$6,040,000.00	(\$825,000.00)	\$5,215,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$6,040,000.00	(\$825,000.00)	\$5,215,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$6,040,000.00	(\$825,000.00)	\$5,215,000.00

## NOTES:

\$225K to Red Bud  
472-84870; \$600K to  
Pawnee Bridge  
472-84922

## SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: 

CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 05/12/16

DATE: 5/21/16

DATE: 5/12/16

DATE: \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_ - \_\_\_\_**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-380 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by **Resolution No. 15-380** of the City (the "Prior Resolution"), authorized the following described public improvements:

**The design, acquisition of right-of-way, relocation of utilities, and construction of the intersection of K-96 and Hoover Road as necessary for a major traffic facility (472-84780)**

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** *Section 1* of the Prior Resolution is hereby amended to read as follows:

**Section 1. Amendment.** *Section 1* of Resolution No. 15-339 of the City of Wichita is hereby amended to read as follows:

**Section 1. Amendment.** *Section 2* of Resolution No. 15-031 of the City of Wichita, Kansas is hereby amended to read as follows:

**SECTION 2.** *SECTION 2* of Resolution No. 14-042 of the City of Wichita, Kansas is hereby amended to read as follows:

**SECTION 2.** *SECTION 2* of Resolution No. 09-028 of the City of Wichita, Kansas, is hereby amended to read as follows:

**SECTION 2.** All costs of the design, acquisition of right of way, relocation of utilities and construction of the interchange and related infrastructure improvements which are not paid with Local Sales Tax proceeds, and which are estimated in the

amount of \$5,215,000, plus interest on financing and administrative and financing costs, are authorized to be financed with the proceeds of general obligation bonds of the City pursuant to K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156 (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of Resolution No. 09-028 to the extent of Bonds authorized thereunder and 60 days before the date of adoption of Resolution No. 14-042 to the extent of increased authorization contained therein, and 60 days before the date of adoption of Resolution No. 15-031 to the extent of Bonds authorized thereunder, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Repealer; Ratification.** *Section 1* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
for Jennifer Magaña, City Attorney and Director of Law



## PAVING BID TABULATION SUMMARY

RQ640561

FB640090		Engineer's Construction Estimate	Wildcat Construction Co. Inc.	Barkley Construction	Comejo & Sons, LLC
Bridge Rehabilitation, Pawnee Ave., Arkansas River		\$2,056,430.00	\$2,423,437.00		
	BID BOND		X		
(Pawnee, east of McLean)	ADDENDA	2			
472-84922 (715726)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Bridge Rehabilitation, Pawnee Ave., Arkansas River		\$2,056,430.00			
	BID BOND				
(Pawnee, east of McLean)	ADDENDA	2			
472-84922 (715726)					
		Engineer's Construction Estimate			
Bridge Rehabilitation, Pawnee Ave., Arkansas River		\$2,056,430.00			
	BID BOND				
(Pawnee, east of McLean)	ADDENDA	2			
472-84922 (715726)					
		Engineer's Construction Estimate			
Bridge Rehabilitation, Pawnee Ave., Arkansas River		\$2,056,430.00			
	BID BOND				
(Pawnee, east of McLean)	ADDENDA	2			
472-84922 (715726)					
Award 6-7-16 subject to City Council approval of New Engineer's Estimate and budget authorization of \$2,423,437.00					

CHECKED BY: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_





May 11, 2016

Mr. Gary Janzen, PE  
Assistant Director of Public Works/City Engineer  
City of Wichita  
455 N. Main Street, 7<sup>th</sup> Floor  
Wichita, KS 67202

Reference: Pawnee Bridge at the Arkansas River, Bridge Repair Bid  
Project No. 472-84922

Dear Mr. Janzen:

May 6<sup>th</sup> bids were received for the referenced bridge repair. One bid was received from Wildcat Construction Co. The bid of \$2.4 million was significantly higher than the \$2.0 million estimate.

A review of the bid submitted revealed several items could be the cause of the difference. These items are:

1. The completion of the project is required by November 2016. The deck overlay which will be placed last is restricted by Temperatures limits. It may be that a more aggressive schedule is anticipated to allow adequate time for the overlay.
2. Although unit prices were estimated by use of KDOT, R.S. Means, ENR and experience data, direct comparable project elements were not available. Proving difficult to produce accurate unit estimates.
3. We have learned from numerous sources that a significant portion of the Wichita highway construction capacity is currently engaged. This is also proven accurate on bids that we have received on other recent projects.
4. One single item of the bid was significantly above the estimate, "Concrete Surface Repair". This was a very difficult item to estimate since this work is unique to this bridge and comparable work on previous projects was not available.

With consideration of the above enumerated items, we would recommend proceeding with awarding the project to Wildcat Construction Co.

Sincerely,

**MKEC ENGINEERING, INC.**

A handwritten signature in blue ink, appearing to read "Karl J. Svecy, Jr.", written over a white background.

Karl J. Svecy, Jr., P.E.

J:\Civ\10254\DOC\LI-Janzen@COW\_Bid Recommendation.doc

A handwritten signature in blue ink, appearing to read "Jay Anglemeyer", written over a white background.

Jay Anglemeyer, P.E.

**RESOLUTION NO. 16-130**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-380 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by **Resolution No. 15-380** of the City (the “Prior Resolution”), authorized the following described public improvements:

**The design, acquisition of right-of-way, relocation of utilities, and construction of the intersection of K-96 and Hoover Road as necessary for a major traffic facility (472-84780)**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** *Section 1* of the Prior Resolution is hereby amended to read as follows:

**Section 1. Amendment.** *Section 1* of Resolution No. 15-339 of the City of Wichita is hereby amended to read as follows:

**Section 1. Amendment.** *Section 2* of Resolution No. 15-031 of the City of Wichita, Kansas is hereby amended to read as follows:

SECTION 2. SECTION 2 of Resolution No. 14-042 of the City of Wichita, Kansas is hereby amended to read as follows:

SECTION 2. SECTION 2 of Resolution No. 09-028 of the City of Wichita, Kansas, is hereby amended to read as follows:

SECTION 2. All costs of the design, acquisition of right of way, relocation of utilities and construction of the interchange and related infrastructure improvements which are not paid with Local Sales Tax proceeds, and which are estimated in the

amount of **\$5,215,000**, plus interest on financing and administrative and financing costs, are authorized to be financed with the proceeds of general obligation bonds of the City pursuant to K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156 (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of Resolution **No. 09-028** to the extent of Bonds authorized thereunder and 60 days before the date of adoption of Resolution **No. 14-042** to the extent of increased authorization contained therein, and 60 days before the date of adoption of Resolution **No. 15-031** to the extent of Bonds authorized thereunder, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Repealer; Ratification.** *Section 1* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

## RESOLUTION NO. 16-131

**A RESOLUTION SUPPLEMENTING THE PROJECT AUTHORIZED BY ORDINANCE NO. 48-816, ORDINANCE NO. 49-672, AND ORDINANCE NO. 49-959 OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

**Design, acquisition of right-of-way, utility relocation and construction of improvements to Pawnee Bridge at Arkansas River (472-84922)**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

**WHEREAS**, certain design and right of way acquisition costs of the Project have been previously authorized pursuant to **Ordinance No. 48-816, Ordinance No. 49-672, Ordinance No. 49-959, and Resolution No. 15-368** and this Resolution is intended to supplement those Ordinances and Resolution and to authorize additional improvements and expenditures as a part of the Project pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

**Section 1. Project Authorization.** It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$2,958,000, inclusive of the amounts previously authorized by Ordinance No. 49-959 and Resolution No. 15-368**, in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

**Section 2. Project Financing.** All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the

City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which was 60 days before the date of adoption of **Ordinance No. 48-816** to the extent of Bonds authorized thereunder, and on or after the date 60 days before the date of adoption of **Ordinance No. 49-672** to the extent of Bonds authorized thereunder, and on or after the date 60 days before the date of adoption of **Resolution No. 15-368** to the extent of increased authorization contained therein, and 60 days before the date of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on June 7, 2016.

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JEFF LONGWELL, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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JENNIFER MAGANA, CITY ATTORNEY  
AND DIRECTOR OF LAW

**City of Wichita  
City Council Meeting  
June 7, 2016**

**TO:** Mayor and City Council

**SUBJECT:** On-Call Engineering Services Related to Small Projects (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the selection of consultants and contracts.

**Background:** Various departments of the City of Wichita throughout the year require licensed engineering and landscape architectural services to assist City staff with minor infrastructure projects (water, sanitary sewer, paving, storm sewer, etc.). Due to the volume of small projects, necessary timing, and frequent inability to obtain submittals, on-call contracts would provide more efficient and economical service.

**Analysis:** A Request for Proposal was mailed on March 17, 2016 to 129 firms. The Staff Screening and Selection Committee met on April 18, 2016, to shortlist the consultants.

The Staff Screening and Selection Committee held interviews with six firms on May 5, 2016 and selected Baughman, Ruggles & Bohm, and Professional Engineering Consultants (PEC) as the three consultants that best met the evaluation criteria for On-Call Engineering Services based on fees and inflation factor, qualifications, performance on previous projects of comparable size, and staff availability.

**Financial Considerations:** Funding for the professional services will come from budgets approved for each project with a total not to exceed \$250,000 each year. Contracts are for one year with two one year options for renewal. The on-call services will be limited to \$50,000 or less in fees for each separate project.

**Legal Considerations:** The Law Department has reviewed and approved the contracts as to form.

**Recommendation/Action:** It is recommended that the City Council approve the selection of Baughman, Ruggles & Bohm, and PEC as on-call engineers for small projects, approve the contracts, and authorize the necessary signatures.

**Attachments:** Contracts.

RECEIVED  
MAY 17 2016  
PURCHASING

**CONTRACT  
for  
ON-CALL ENGINEERING SERVICES RELATED  
TO SMALL PROJECTS**

**BLANKET PURCHASE ORDER NUMBER BP640032**

**THIS CONTRACT** entered into this 7<sup>th</sup> day of June, 2016 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **BAUGHMAN COMPANY, P.A.** (Vendor Code Number 807536-001) whose principal office is at 315 Ellis, Wichita, Kansas 67211, Telephone Number (316) 262-7271, hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited a proposal for **On-Call Engineering Services Related to Small Projects** (Formal Proposal – FP640013) [Commodity Code Number 91844]; and

**WHEREAS, VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP640013 [Commodity Code Number 91844] which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP640013 shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay **VENDOR** for **On-Call Engineering Services Related to Small Projects** for Formal Proposal – FP640013 [Commodity Code Number 91844] for the Public Works & Utilities Department / Engineering Division as shown below as compensation per **VENDOR'S** proposal of April 7, 2016 and as approved by the City Council on June 7, 2016.

### **HOURLY RATES**

Project Manager	\$100/Hour
Project Engineer	\$ 90/Hour
Drainage Engineer	\$100/Hour
Landscape Architect	\$ 85/Hour
Design Engineer	\$ 75/Hour
Design Draftsman	\$ 55/Hour
Survey Crew	\$105/Hour
Staking Crew	\$130/Hour
Inspector	\$ 65/Hour
Licensed Surveyor	\$ 80/Hour
Survey Draftsman	\$ 60/Hour
Title Work Administration	\$ 60/Hour
Vacuum Excavation	\$250/Hour

**Hourly Rates:** The hourly rates shall not exceed the rates indicated in attached Exhibit B, submitted by **VENDOR** for Formal Proposal FP640013 as Hourly Fee Schedules. Project fees shall not exceed \$50,000 for each project with a total not to exceed \$250,000.00 per year.

**3. Term.** The term of this contract shall be from **June 7, 2016 through May 31, 2017** with options to renew the contract under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

**4. Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

**5. Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

**6. Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**7. No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.



**8. Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**9. Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**10. No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**11. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract was created in Kansas.

**12. Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**


**THE CITY OF WICHITA**

\_\_\_\_\_  
Janis Edwards  
Deputy City Clerk

\_\_\_\_\_  
Jeff Longwell  
Mayor

**APPROVED AS TO FORM:**

**BAUGHMAN COMPANY, P.A.**

  
\_\_\_\_\_  
Jennifer Magana  
City Attorney & Director of Law

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Signature Name

  
\_\_\_\_\_  
Title (President or Corporate Officer)

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City; are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT  
for  
ON-CALL ENGINEERING SERVICES RELATED  
TO SMALL PROJECTS**

**BLANKET PURCHASE ORDER NUMBER BP640031**

**THIS CONTRACT** entered into this 7<sup>th</sup> day of June, 2016 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **PROFESSIONAL ENGINEERING CONSULTANTS, PA** (Vendor Code Number 806889-001) whose principal office is at 303 S. Topeka, Wichita, Kansas 67202, Telephone Number (316) 262-2691, hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited a proposal for **On-Call Engineering Services Related to Small Projects** (Formal Proposal – FP640013) [Commodity Code Number 91844]; and

**WHEREAS, VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP640013 [Commodity Code Number 91844] which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP640013 shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay **VENDOR** for **On-Call Engineering Services Related to Small Projects** for Formal Proposal – FP640013 [Commodity Code Number 91844] for the Public Works & Utilities Department / Engineering Division as **per Exhibit B** as compensation per **VENDOR'S** proposal of April 7, 2016 and as approved by the City Council on June 7, 2016.

**Hourly Rates:** The hourly rates shall not exceed the rates indicated in attached Exhibit B, submitted by **VENDOR** for Formal Proposal FP640013 as Hourly Fee Schedules. Project fees shall not exceed \$50,000 for each project with a total not to exceed \$250,000.00 per year.

**Reimbursable expenses markup as per proposal**

**3. Term.** The term of this contract shall be from **June 7, 2016 through May 31, 2017** with options to renew the contract under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

**4. Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

**5. Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

**6. Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**7. No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

**8. Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**9. Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**10. No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**11. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract was created in Kansas.

**12. Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

**THE CITY OF WICHITA**

\_\_\_\_\_  
Janis Edwards  
Deputy City Clerk

\_\_\_\_\_  
Jeff Longwell  
Mayor

**APPROVED AS TO FORM:**

**PROFESSIONAL ENGINEERING  
CONSULTANTS, PA**

  
\_\_\_\_\_  
Jennifer Magana  
City Attorney & Director of Law

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Signature Name

  
\_\_\_\_\_  
Title (President or Corporate Officer)

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;



5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



## PEC 2016 RATE SCHEDULE\*\*

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer 5.....	\$155.00
Principal Engineer 4.....	\$150.00
Principal Engineer 3.....	\$145.00
Principal Engineer 2.....	\$140.00
Principal Engineer 1.....	\$130.00
Project Manager 8.....	\$160.00
Project Manager 7.....	\$155.00
Project Manager 6.....	\$145.00
Project Manager 5.....	\$135.00
Project Manager 4.....	\$125.00
Project Engineer 6.....	\$125.00
Project Engineer 5.....	\$115.00
Project Engineer 4.....	\$105.00
Project Engineer 3.....	\$100.00
Project Engineer 2.....	\$90.00
Design Engineer 4.....	\$95.00
Design Engineer 3.....	\$85.00
Design Engineer 2.....	\$80.00
Landscape Arch. 4.....	\$125.00
Landscape Arch. 3.....	\$95.00
Land Use Planner 3.....	\$120.00
Land Use Planner 2.....	\$100.00
Airport Planner 4.....	\$140.00
Design Technician Supervisor 6.....	\$130.00
Design Technician Supervisor 5.....	\$120.00
Design Technician Supervisor 4.....	\$110.00
Design Technician Supervisor 3.....	\$90.00
Design Technician Supervisor 2.....	\$70.00
Design Technician 6.....	\$105.00
Design Technician 5.....	\$95.00
Design Technician 4.....	\$80.00
Design Technician 3.....	\$65.00
Design Technician 2.....	\$55.00
Drafter/CAD Operator 4.....	\$70.00
Drafter/CAD Operator 3.....	\$65.00
Drafter/CAD Operator 2.....	\$50.00
Balance Technician Supervisor 3.....	\$95.00
Balance Technician 4.....	\$90.00
Balance Technician 3.....	\$75.00
Balance Technician 2.....	\$65.00
Balance Technician 1.....	\$55.00
Land Surveyor.....	\$100.00
Party Chief.....	\$85.00
Survey Aid.....	\$65.00
Field Engineer 5.....	\$155.00
Field Engineer 4.....	\$135.00
Field Engineer 3.....	\$110.00
Field Engineer 2.....	\$100.00

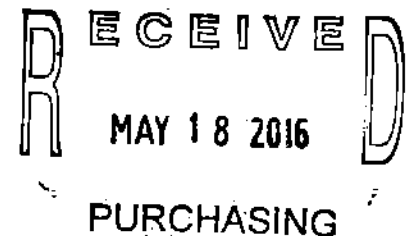


<u>TITLE</u>	<u>HOURLY RATE *</u>
Inspector Supervisor 3 .....	\$95.00
Inspector 6 .....	\$90.00
Inspector 5 .....	\$80.00
Inspector 4 .....	\$75.00
Inspector 3 .....	\$70.00
Lab Technician Supervisor 4 .....	\$95.00
Lab Technician Supervisor 3 .....	\$90.00
Lab Technician 4 .....	\$70.00
Lab Technician 3 .....	\$65.00
Lab Technician 2 .....	\$55.00
Lab Technician 1 .....	\$50.00
Administrative Assistant Supervisor 4 .....	\$70.00
Administrative Assistant Supervisor 2 .....	\$65.00
Administrative Assistant 3 .....	\$60.00
Clerk Typist 2 .....	\$50.00
Clerk Typist 1 .....	\$45.00
Computer Programmer .....	\$85.00
CAD Assistant 1 .....	\$35.00
Technical Writer 4 .....	\$85.00
Technical Writer 3 .....	\$70.00
Technical Writer 2 .....	\$65.00
Public Relations 1 .....	\$95.00
Computer/CAD .....	\$18.00
Infrared Camera .....	\$50.00
Structural Testing Equipment .....	\$50.00
*Premium time for all non-salaried personnel	1.5 multiplier

REIMBURSABLES:

Outside Consultants .....	Cost plus 10%
Reproduction & Photography .....	Cost plus 10%
Equipment Rental .....	Cost plus 10%
Material .....	Cost plus 10%
Vehicle Mileage .....	\$0.54/Mile
ATV .....	\$20.00/Hour
GPS .....	\$50.00/Hour
3D Laser Scanner .....	\$150.00/Hour
Robotic Total Station .....	\$50.00/Hour
Car Rental and Fuel .....	Cost
Per Diem .....	\$35.00/Day
Telephone (Long Distance) .....	No Charge
Postage (Regular Mail) .....	No Charge
Deliveries and Overnight Mail .....	Cost plus 10%
Travel, Hotel, Meals, and Subsistence .....	Cost
Filing Fees .....	Cost

\*\*The rates shown above are effective for services through December 31, 2016, and are subject to revision thereafter.



**CONTRACT**  
**for**  
**ON-CALL ENGINEERING SERVICES RELATED**  
**TO SMALL PROJECTS**

**BLANKET PURCHASE ORDER NUMBER BP640033**

**THIS CONTRACT** entered into this 7<sup>th</sup> day of June, 2016 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **RUGGLES & BOHM, P.A.** (Vendor Code Number 808970-001) whose principal office is at 924 N. Main, Wichita, Kansas 67203, Telephone Number (316) 264-8008, hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited a proposal for **On-Call Engineering Services Related to Small Projects** (Formal Proposal – FP640013) [Commodity Code Number 91844]; and

**WHEREAS**, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP640013 [Commodity Code Number 91844] which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP640013 shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay **VENDOR** for **On-Call Engineering Services Related to Small Projects** for Formal Proposal – FP640013 [Commodity Code Number 91844] for the Public Works & Utilities Department / Engineering Division as per **Exhibit B** as compensation per **VENDOR'S** proposal of April 7, 2016 and as approved by the City Council on June 7, 2016.

**Hourly Rates:** The hourly rates shall not exceed the rates indicated in attached Exhibit B, submitted by **VENDOR** for Formal Proposal FP640013 as Hourly Fee Schedules. Project fees shall not exceed \$50,000 for each project with a total not to exceed \$250,000.00 per year.

**Reimbursable expenses markup as per proposal**

**3. Term.** The term of this contract shall be from **June 7, 2016 through May 31, 2017** with options to renew the contract under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

**4. Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

**5. Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

**6. Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**7. No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

**8. Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**9. Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**10. No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**11. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract was created in Kansas.

**12. Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

**THE CITY OF WICHITA**


\_\_\_\_\_  
Janis Edwards  
Deputy City Clerk

\_\_\_\_\_  
Jeff Longwell  
Mayor

**APPROVED AS TO FORM:**

**RUGGLES & BOHM, P.A.**

  
\_\_\_\_\_  
Jennifer Magana  
City Attorney & Director of Law

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Signature Name

  
\_\_\_\_\_  
Title (President or Corporate Officer)



## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination—Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## EXHIBIT B

## 4) Hourly Fee Schedule for Ruggles &amp; Bohm:

RB Billing Rates - 2016

James Hestermann, L.S.	Registered Land Surveyor	\$110.00
William Clevenger, L.S.	Registered Land Surveyor	\$90.00
Darrin Nace	Field Crew Chief	\$92.00
Anthony Young	Field Crew Chief	\$82.00
GPS Unit	Surveying Equipment	\$15.00
Brent Thomas, RLA	Landscape Architect	\$135.00
Eric Glover, P.E.	Professional Engineer	\$135.00
Ken Lee, P.E.	Professional Engineer	\$160.00
Christopher Bohm, P.E.	Professional Engineer	\$180.00
Daryl Standrich	CAD Technician	\$98.00
Randy Arnold, LSIT	Engineering Technician	\$130.00
Dan Kraus	Landscape Architect	\$71.00
Dakota Zimmerman, I.E.	Construction Engineer	\$95.00
Caleb Jurey, I.E.	Design Engineer	\$75.00
Levi Turner	Survey Crew Member	\$70.00

Ruggles & Bohm proposes a 1 percent increase in these rates for the first year extension and an additional 1 percent rate increase for the second year extension. For work in the City of Wichita we will not charge for travel, per diem, or mileage. There will be no markup rate on reproduction costs – this will simply be a pass through cost. We welcome the opportunity to negotiate fees on the small project designs as they become available.

City of Wichita  
City Council Meeting  
June 7, 2016

**TO:** Mayor and City Council

**SUBJECT:** Request to Extend the Letter of Intent for Industrial Revenue Bonds (Foley Industries, Inc.) (District IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

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**Recommendation:** Approve the extension of the Letter of Intent for Industrial Revenue Bonds.

**Background:** On June 2, 2015, the City Council approved a Letter of Intent (LOI) to issue Industrial Revenue Bonds (IRBs) for Foley Industries, Inc. (Foley) in an amount not to exceed \$19,000,000 to be used to finance the construction of a new manufacturing, distribution and warehouse facility as well as renovation of existing facilities located at 1550 S. West Street in southwest Wichita. The original LOI was set to expire in the summer of 2016. Foley is requesting an extension of the LOI through December 31, 2017.

**Analysis:** Foley was founded in Wichita in the 1940s as a dealership for the Caterpillar Tractor Company. The product line originally consisted of tractors and equipment for the agricultural and oil industries. Over time, Caterpillar added new equipment to its offerings and Foley added new lines. Today, Foley offers a significant line of products for the construction industry including trucks, pavers, backhoes, dozers and graders, as well as offering rental services, financing and maintenance and repair for all of its products lines. Its headquarters is located at 1550 S. West Street in southwest Wichita.

The expansion land has been acquired and significant demolition has occurred, but the vacation of McComas Street took longer than anticipated and has delayed the start of construction. The extra time will allow for an anticipated completion date in the summer of 2017.

**Financial Considerations:** Foley Industries, Inc. agrees to pay all costs of the City relative to the issuance of the bonds. The company also agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds.

**Legal Considerations:** The City's bond counsel, Gilmore & Bell, P.C., will serve as bond counsel in the transaction. Foley Industries, Inc. agrees to comply with the City's Standard Letter of Intent Conditions.

Bond documents required for the issuance of the bonds will be prepared by bond counsel and will be subject to review and approval as to form by the Law Department prior to the issuance of bonds.

**Recommendations/Actions:** It is recommended that the City Council extend the Letter of Intent for the issuance of Industrial Revenue Bonds for Foley Industries, Inc. through December 31, 2017.

**Attachments:** None

**City of Wichita  
City Council Meeting  
June 7, 2016**

**TO:** Mayor and City Council  
**SUBJECT:** Approval of the Application for Chartered Limousine Service License – Quentin Shackelford d/b/a All Class Limousine, Inc.  
**INITIATED BY:** Finance Department  
**AGENDA:** Consent

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**Recommendation:** Approve the application by for All Class Limousine, Inc. for a Charter Limousine Service License.

**Background:** The City of Wichita received an application from Mr. Quentin Shackelford d/b/a All Class Limousine, Inc., to operate a chartered limousine service in Wichita, Kansas. A requirement of the Charter Limousine license is a certificate of convenience and necessity. The application included appropriate documentation, including vehicle inspection reports, an insurance policy which satisfied code requirements, a listing of all limousine drivers, a list of all vehicles to be used under the license, and a schedule of proposed rates. In accordance with Chapter 3.85 of the Wichita Municipal Code, a public hearing was held and a Certificate of Public Convenience and Necessity was granted.

**Analysis:** If approved, All Class Limousine, Inc. (Limousine Service) will become a licensed chartered limousine service in Wichita. This will be an added resource to those persons wanting transportation services for special occasions.

**Financial Considerations:** The Chartered Limousine Service license fee is \$200 a year.

**Legal Consideration:** The City's Law Department has reviewed the Certificate of Convenience and Necessity and the policy of insurance submitted by Quentin Shackelford as to form.

**Recommendation/Action:** It is recommended that the City Council approve the license for Mr. Quentin Shackelford to operate All Class Limousine, Inc. as a Charter Limousine Service in Wichita, Kansas.

City of Wichita  
City Council Meeting  
June 7, 2016

**TO:** Mayor and City Council Members

**SUBJECT:** Nuisance Abatement Assessments, Lot Clean Up (All Districts)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

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**Recommendation:** Approve the assessments and place the ordinance on first reading.

**Background:** The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to cleanup private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work and the MABCD bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the lot cleanup costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

**Attachments:** Property List for Special Assessments and Ordinance.

<u>PIN #</u>	<u>Geo Code #</u>	<u>Address / Location</u>	<u>Amount</u>	<u>District #</u>
00100487	A 01221	1304 N Waco Ave	\$365.10	6
00104281	A 04625001A	1508 N Woodland Ave	\$894.17	6
00121259	B 02597	328 N Pennsylvania Ave	\$1,807.49	1
00122001	B 0326100A4	V/L South of 1329 N Mathewson Ave	\$666.60	1
00122028	B 03275	1268 N Mathewson Ave	\$747.36	1
00122039	B 032830001	1202 N Mathewson Ave	\$750.39	1
00122417	B 03556	V/L South of 1305 N Wabash Ave	\$383.50	1
00122631	B 037220002	1511 E 15th St N	\$555.00	1
00126531	B 06988	623 S Hydraulic Ave	\$641.40	1
00126539	B 06996	707 S Hydraulic Ave	\$517.20	1
00129023	B 08902	1513 E Murdock Ave	\$721.93	1
00134266	B 14471	317 N New York Ave	\$696.80	1
00134795	C 00184	328 N Minnesota Ave	\$460.00	1
00135385	C 00452	202 N Spruce St	\$554.40	1
00136069	C 009430001	1303 N Ash Ave	\$1,134.60	1
00136344	C 011460001	1504 N Ash Ave	\$423.40	1
00136755	C 013710005	1432 N Minneapolis Ave	\$833.90	1
00137020	C 014490003	1907 N Minnesota Ave	\$550.60	1
00137206	C 015130002	2043 N Minneapolis Ave	\$527.80	1
00137209	C 01515	2027 N Minneapolis Ave	\$762.29	1
00138318	C 02478	947 N Hillside Ave	\$3,277.68	1
00139372	C 032980001	1722 N Lorraine Ave	\$358.00	1
00157818	C 12218	906 S Hillside Ave	\$1,929.60	3
00158363	C 12658	2267 N Kansas Ave	\$557.60	1
00158473	C 12768	3325 E Bayley St	\$731.80	3
00161439	C 15878	1627 N Belmont Ave	\$430.20	1
00166462	C 21047	2361 N Poplar Ave	\$607.11	1
00167290	C 21813	801 S Gouverneur Rd	\$430.20	2
00169789	C 24328	1208 S Waverly Rd	\$1,400.92	3
00172451	C 27019	8027 E Lynwood Blvd	\$693.89	2
00174828	C 29474	3585 E Ross Pky	\$378.40	3
00176626	C 31304	1329 N Farmstead St	\$529.40	1
00200257	D 013220001	133 N Glenn Ave	\$807.51	6
00201838	D 02715	1317 S Vine St	\$457.00	4
00202139	D 029230001	1326 S Glenn Ave	\$984.63	4
00203261	D 03640	125 S Edwards Ave	\$480.20	4
00208397	D 07494	2216 W Lydia Ave	\$583.00	4
00231906	D 30772	V/L S of 1830 S Gordon Ave	\$595.60	4
00245669	D 42804	7846 W Westlawn Ct	\$524.16	5
00332524	D 07301001A	1608 S Edwards Ave	\$1,120.20	4
		Total	\$30,871.03	



Published in the Wichita Eagle on June 17, 2016

**ORDINANCE NO. 50-259**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOT 1203 & S 1/2 LOT 1205 WACO AVE. LEWELLEN ADD.	365.10
LOTS 56 & 58 WOODLAND AVE. RICH'S ADD.	894.17
LOT 37 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	1807.49
LOTS 32-34 MATHEWSON AVE. GRANVILLE PARK ADD.	666.60
LOT 145 & N 1/2 LOT 147 GRANVILLE PARK ADD.	747.36
LOTS 189-191 GRANVILLE PARK ADD.	750.39
LOTS 45-47 WABASH AVE. BURLEIGH'S 3RD. ADD.	383.50
W1/2 LOT 33-ALL LOT 35 & VAC 5 FT ADJ ON N & 1/2 VAC ALLEY ADJ ON S 15TH. ST. IN VAC. SPRING GROVE 2ND. ADD.	555.00
LOTS 223-225 BURR'S 2ND. ADD.	641.40
S 5 FT LOT 249 ALL LOT 251 & N 20 FT LOT 253 BURR'S 2ND. ADD.	517.20
BEG AT NE COR LOT 35 MURDOCK ALLEN 2ND. ADD. S 140 FT E TO CEN OF CRK NWLY TO PT E OF BEG W TO BEG SE1/4 SEC 16-27-1E	721.93
S1/2 LOT 1 BLOCK 2 FIRST DIXON ADD.	696.80
LOT 62 & N 1/2 LOT 64 BUTLER & FISHER'S 2ND. ADD.	460.00
W 85 FT LOT 23 SPRUCE AVE. PARK PLACE ADD.	554.40
LOT 42 EXC N 15 FT - ALL LOTS 44- 46-48 TILFORD NOW ASH ST. ELEVENTH ST. ADD.	1134.60
LOTS 136-138-140 SHORT NOW ASH ST. LOGAN ADD.	423.40
LOTS 68-70 BLOCK 7 OHIO ADD.	833.90
LOTS 137-139 BLOCK 11 PENNSYLVANIA ADD.	550.60
LOTS 61-63 MINNEAPOLIS AVE PARKVIEW ADD	527.80
LOTS 73-75 MINNEAPOLIS AVE. PARKVIEW ADD.	762.29
LOTS 9-11-13 HILLSIDE AVE. FRISCO AVE. ADD.	3277.68
LOTS 66-68 LORRAINE AVE. WOODRIDGE PLACE ADD.	358.00
LOT 2 EXC S 15 FT BLOCK 1 HILLSIDE ACRES ADD.	1929.60
LOT 2 BLOCK F MILLAIR ADD.	557.60
LOT 8 BLOCK 1 PAUL'S ADD.	731.80
LOT 1 BLOCK R UNIVERSITY PARK ADD.	430.20
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	607.11

TH PT LOTS 1-2 BEG 40 FT SW SE COR LOT 1 NWLY 35.5 FT M-L N 65.5 FT NW 37 FT M-L TO N LI LOT 1 NELY 85.99 FT TO NE COR LOT 1 S TO SE COR LOT 1 SW TO BEG. BLOCK 18 EASTRIDGE 4TH. ADD.	430.20
LOT 2 BLOCK 7 LINCOLN HILLS ADD.	1400.92
LOT 19 BLOCK 2 BONNIE BRAE ADD.	693.89
LOT 34 BLOCK A PLANEVIEW SUB. NO. 2	378.40
LOT 10 BLOCK D MC EWEN 5TH. ADD.	529.40
LOTS 11-12 & N1/2 LOT 13 BLOCK 7 MARTINSON'S 7TH. ADD.	807.51
LOTS 13-15 BLOCK D WHEELER'S ADD.	457.00
LOTS 27-29-31 BLOCK A SHEARMAN'S ADD.	984.63
N 25 FT E1/2 LOT 25 SMITHSON'S ADD.	480.20
LOT 18 BLOCK 5 PAWNEE PARK ADD.	583.00
LOT 8 EXC BEG SE COR WLY 358.07 FT NELY TO MID POINT FRONT LI LOT 8 SELY 58.905 FT TO NE COR LOT 8 S 200.58 FT TO BEG MERIDIAN INDUS. PARK ADD.	595.60
LOT 35 BLOCK 1 BARRINGTON PLACE ADD.	524.16
S 15 FT LOT 16-ALL LOTS 18 & 20 EDWARDS AVE. GARFIELD PARK ADD.	1120.20

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED at Wichita, Kansas, this **14th day of June, 2016.**

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

**Second Reading Ordinances for June 7, 2016 (first read on May 24, 2016)**

- A. **ZON2016-00003 Zone Change from SF-5 Single-family Residential to TF-3 Two –family Residential, Generally Located North of West Murdock Avenue and East of North Mount carmel Avenue. ( District VI)**

ORDINANCE NO. 50-255

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

- B. **ZON2016-00004 Zone Change from SF-5 Single-famly Residential to TR-3 Two-family Residential, Generally Located North of West Taft Avenue and East of South All Hallows Avenue, 436 s. All Hallows Avenue. (District IV)**

ORDINANCE NO. 50-256

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

- C. **ZON2016-00014 and CUP2016-00010 City zone Change from LC Limited Commercial to OW Office Warehouse and Amendment of DP-83 Southwest Plaza Community Unit Plan to Alllow Office Warehouse Uses, on Property Genreally located on the Northeast Corner of 31<sup>st</sup> Street South and South Meridian Avenue. (District IV)**

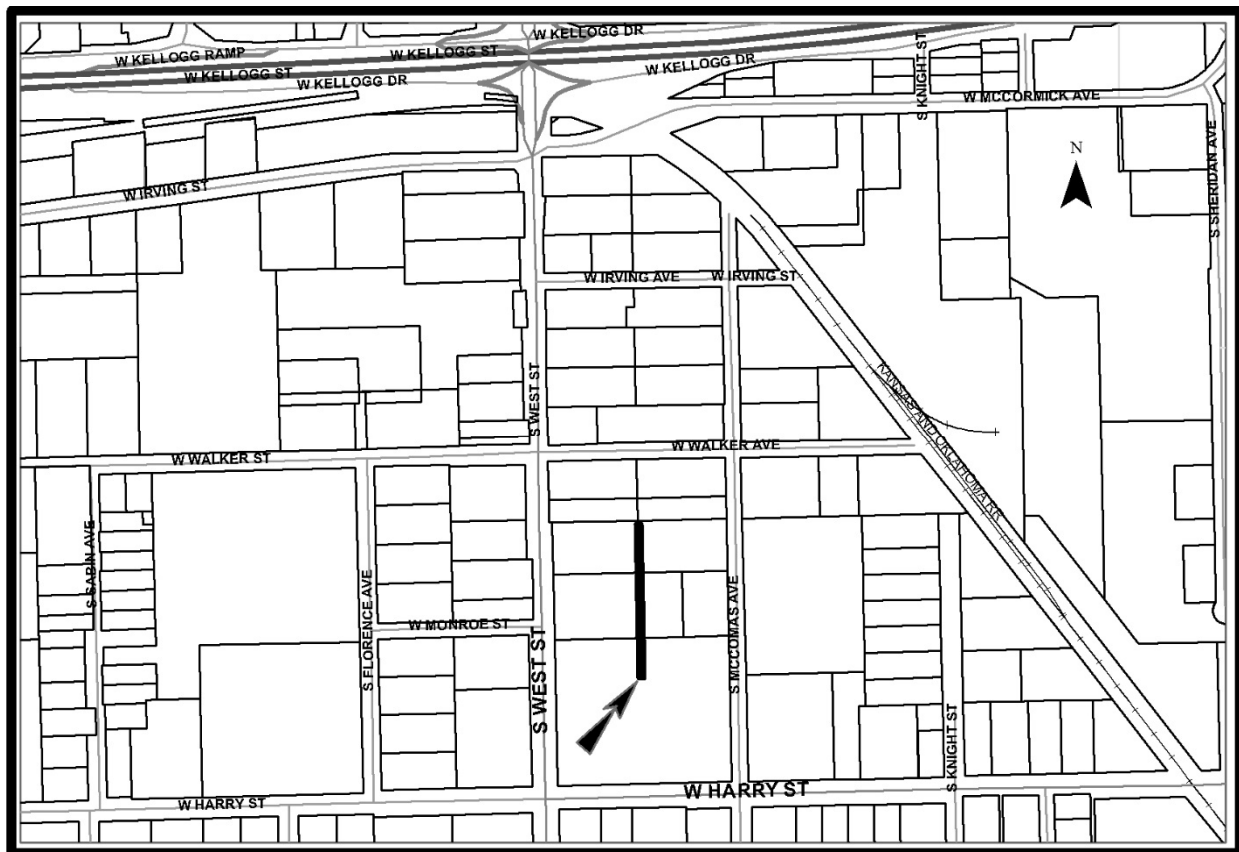
ORDINANCE NO. 50-257

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**City of Wichita  
City Council Meeting  
June 7, 2016**

**AGENDA:** Planning (Consent)

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (13-0).



**Background:** The applicant is requesting the vacation of the 16-foot wide by 587.00-foot long platted utility easement located within Lot 1, P.M.A. Addition. There is a sewer line and manholes located within the subject easement. The sewer line extends north into the abutting property, located on both sides of the common lot lines of Lots 9 & 10, Los Coyas Addition; recorded June 14, 1948. A private sewer project, PPS# 2272, covers the abandonment of the sewer line and some manholes located in the subject easement. There are no other utilities located within the easement. The P.M.A Addition was recorded March 10, 1966.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachment:**

- Vacation Order



**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PLATTED )  
UTILITY EASEMENT )**

**GENERALLY LOCATED ON THE NORTHEAST )  
CORNER OF HARRY STREET AND McCOMAS )  
AVENUE )**

**VAC2016-00008**

**MORE FULLY DESCRIBED BELOW** )

**VACATION ORDER**

NOW on this 7<sup>th</sup> day of June, 2016, comes on for hearing the petition for vacation filed by Foley Industries Inc., c/o Doug Stuhlsatz, Vice-President (owner), praying for the vacation of the following described platted utility easement, to-wit:

The south 587.00 feet of the 16-foot wide utility easement platted in Lot 1, P.M.A. Addition, Wichita Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on March 17, 2016, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described platted utility easement and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
5. The vacation of the described platted utility easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 7<sup>th</sup> day of June, 2016, ordered that the above-described portions of the platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

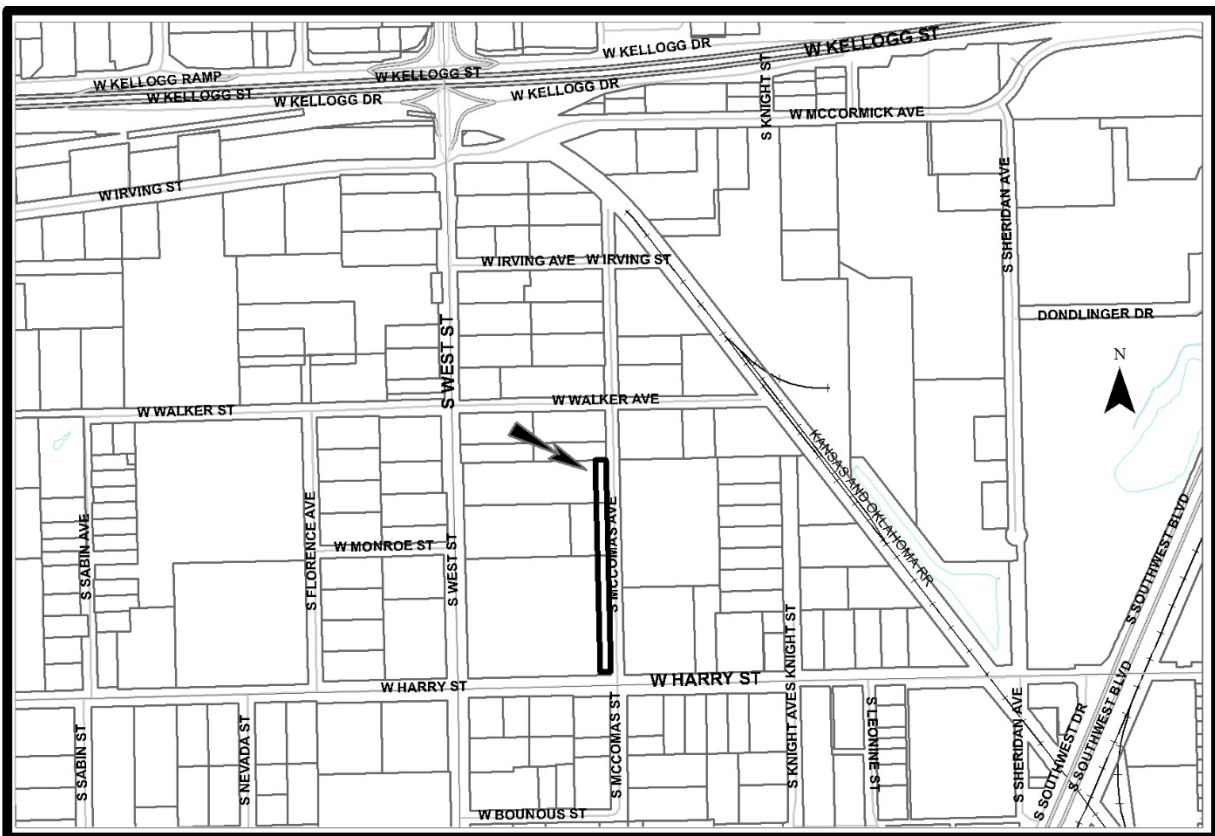
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Jennifer Magana, City Attorney and Director of Law



**AGENDA:** Planning (Consent)

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



**Background:** The applicant is requesting the vacation of the platted 50-foot setback located on the east side of Lot 1, P.M.A. Addition and running parallel to vacated McComas Avenue; VAC2015-00061, approved March 15, 2016. The vacated portion of McComas Avenue established a new property line on the east side of the applicant's property. The vacation of the platted 50-foot setback removes an encumbrance to development on the larger reconfigured subject site. The LI Limited Industrial (LI) zoning district has no minimum street side yard or interior side yard setback, which is what the applicant is requesting. There are no utilities or easements located in the subject setback. All utilities are located in the vacated McComas Avenue, which was dedicated as a utility and drainage easement. The P.M.A Addition was recorded March 10, 1966.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachment:**

- Vacation Order



**IN THE MATTER OF THE VACATION OF A PLATTED  
SETBACK**

**GENERALLY LOCATED EAST OF WEST STREET )  
ON THE NORTHWEST CORNER OF HARRY STREET )  
AND McCOMAS AVENUE )**

**MORE FULLY DESCRIBED BELOW**

NOW on this 7<sup>th</sup> day of June, 2016, comes on for hearing the petition for vacation filed by Foley Industries Inc., c/o Doug Stuhlsatz, Vice-President (owner), praying for the vacation of the following described platted setback, to-wit:

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

- June 7, 2016  
VAC2016-00010

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 7<sup>th</sup> day of June, 2016, ordered that the above-described platted setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Jennifer Magana, City Attorney and Director of Law

**Agenda Item No. II- 22**

**City of Wichita  
City Council Meeting  
June 7, 2016**

**TO:** Mayor and City Council

**SUBJECT:** VAC2016-00011 - Request to Vacate a Portion of a Platted Setback on Property Located on the Southwest Corner of North Oliver Avenue and East 37th Street North (District I)

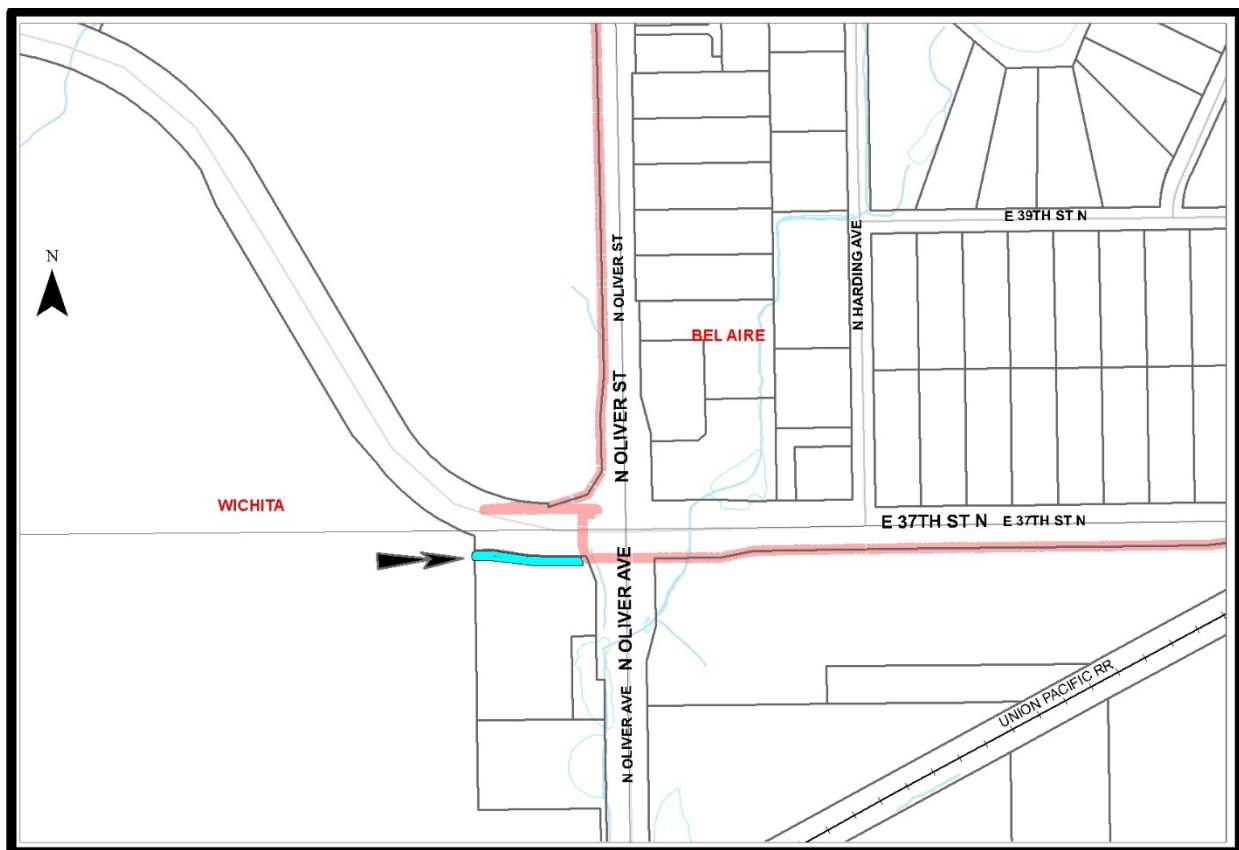
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



**Background:** The applicant is requesting the vacation of the south 10 feet of the platted 20-foot street side yard setback located on the LC Limited Commercial (LC) zoned key corner lot and running parallel to its north property line and 37th Street North; Lot 1, Block 1, Act Properties, LLC, Addition. Per the Unified Zoning Code (UZC) the LC zoning district has a 10-foot minimum street side yard setback, which is what the applicant is requesting. Water and stormwater are located in the north abutting 37th Street North right-of-way. Sewer is located in the east abutting Oliver Avenue right-of-way. There is a platted, north-south, 10-foot drainage easement located in the west 10 feet of the subject setback that will remain in effect. Utility poles are located in the abutting street right-of-ways. The Act Properties, LLC Addition was recorded May 15, 2008.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachment:**

- Vacation Order





**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTION )  
OF A PLATTED SETBACK )**

**GENERALLY LOCATED ON THE SOUTHWEST )  
CORNER OF OLIVER AVENUE AND 37<sup>TH</sup> STREET )  
NORTH )**

**VAC2016-00011**

**MORE FULLY DESCRIBED BELOW** )

**VACATION ORDER**

NOW on this 7<sup>th</sup> day of June, 2016, comes on for hearing the petition for vacation filed by ACT Properties LLC, c/o Dr. Jon Parks (owner), praying for the vacation of the following described portion of the platted street side yard setback, to-wit:

The south 10 feet of the platted 20-foot street side yard setback located on and running parallel to the north property line of Lot 1, Block 1, Act Properties, LLC Addition, Wichita (Sedgwick County), Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on March 31, 2016, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described portion of the platted street side yard setback and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described portion of the platted street side yard setback, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 7<sup>th</sup> day of June, 2016, ordered that the above-described portion of the platted street side yard setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Jennifer Magana, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
June 7, 2016

**TO:** Mayor and City Council

**SUBJECT:** ZON2016-00015 – Zone Change from SF-5 Single-family Residential to LC Limited Commercial, Generally Located North of West Maple Street on the West Side of South Seneca Street (333 South Seneca Street) (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

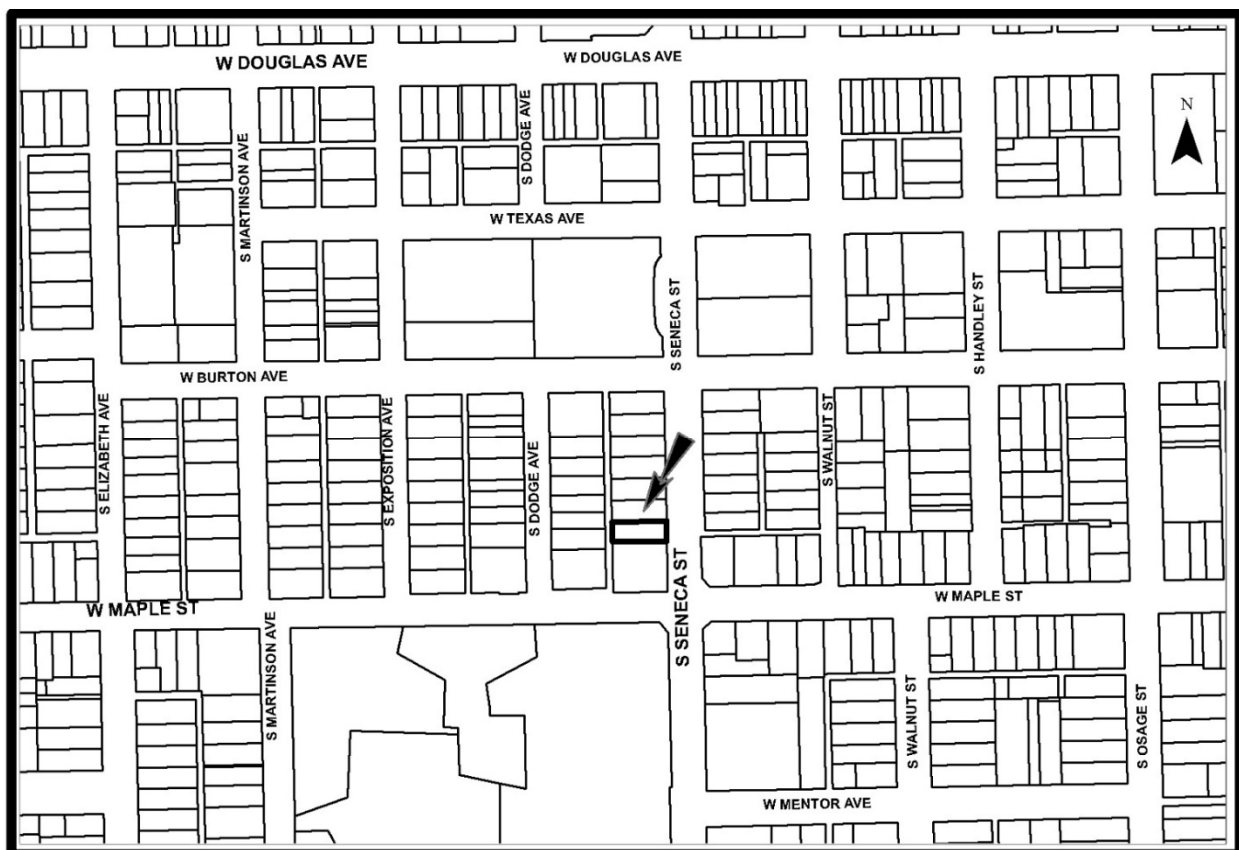
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request (9-0) subject to staff recommended conditions.

**DAB Recommendation:** District Advisory Board IV recommended approval of the request (9-0) subject to staff recommended conditions.

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request subject to dedication of complete access control to South Seneca Street, and recording a cross-lot access agreement with the property to the south.



**Background:** The applicant requests LC Limited Commercial (LC) zoning on a 0.13-acre platted parcel. The SF-5 Single-family Residential (SF-5) zoned site is developed with a single-family residence built in 1920. The site has 45 feet of frontage along South Seneca Street and 130 feet of depth. The site is 120 feet north of the West Maple Street intersection. The applicant also owns the GC General Commercial (GC) zoned property to the south, developed with a convenience store and gas station. The applicant intends to develop the site with a commercial use. The site is located within the Delano District, a commercial district serving West Wichita with a variety of commercial, personal service and entertainment uses since the 1870's.

The site is within the Delano Neighborhood Plan area and the Delano Overlay Neighborhood District (D-O). Any development or changes on the site will be reviewed by the Delano Design Review Committee for consistency with the Delano Neighborhood Design Guidelines. The Delano Neighborhood design guidelines would require a 10-foot landscaped building setback along South Seneca and parking lot screening with a three to four-foot tall masonry screening wall and wrought iron. The Unified Zoning Code (UZC) would require non-residential development on this site to provide screening from the residential properties to the north and west. The UZC would require a 25-foot compatibility setback from the north side property line where abutting residential zoning and a 15-foot building setback on the western rear property line. Development on the site is required to meet the UZC parking requirements.

North of the site, along South Seneca, is a mixture of SF-5, TF-3 Two-family Residential (TF-3), MF-18 Multi-family Residential (MF-18) and B Multi-family Residential (B) zoning. North of the site is a vacant lot, further north are single, duplex and multi-family residences and a church. South of the site is a GC zoned convenience store and a B zoned assisted living facility. East of the site, across South Seneca, are GC zoned contractor and vehicle sales uses. West of the site, along South Dodge Avenue, are B, MF-18, TF-3 and SF-5 zoned retail, office, single and multi-family residential uses.

**Analysis:** On May 5, 2016, the Metropolitan Area Planning Commission (MAPC) approved the request (9-0) subject to staff recommended conditions. No members of the public spoke at the MAPC hearing.

On May 2, 2016, District Advisory Board (DAB) IV reviewed the application and approved it 9-0 subject to staff recommended conditions. No members of the public spoke at the DAB hearing.

No protest petitions have been received. The request can be approved with a simple majority vote.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved the ordinance as to form.

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC, approve the requested Zone Change subject to staff recommended conditions and withhold publication of the ordinance until conditions are met (simple majority vote).

**Attachments:** Ordinance, MAPC minutes, DAB IV report.

ORDINANCE NO. 50-260

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2016-00015

Zone change request from SF-5 Single-family Residential (SF-5) to LC Limited Commercial (LC) on property located on the west side of S. Seneca Street and north of W. Maple Street (333 S. Seneca); described as:

Beg NE corner Reserve E then W 135 feet S 45 feet E 135 feet N to beg except E 10 feet dedicated for St. Lawrence's 2<sup>nd</sup> Addition, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning change shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 14<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

**EXCERPT MINUTES OF MAY 5, 2016 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION MEETING**

**Case No.: ZON2016-00015** - Tommy Ly (owner/applicant) requests a City zone change from SF-5 Single-family Residential to LC Limited Commercial on property described as:

Beg NE cor Reserve E th W 135 ft S 45 ft E 135 ft N to beg exc E 10 ft deed for st.  
Lawrence's 2<sup>nd</sup> Add.

**BACKGROUND:** The applicant requests LC Limited Commercial (LC) zoning on a 0.13-acre platted parcel. The SF-5 Single-family Residential (SF-5) zoned site is developed with a single-family residence built in 1920. The site has 45 feet of frontage along South Seneca Street and 130 feet of depth. The site is 120 feet north of the West Maple Street intersection. The applicant also owns the GC General Commercial (GC) zoned property to the south, developed with a convenience store and gas station. The applicant intends to develop the site with a commercial use. The site is located within the Delano District, a commercial district serving West Wichita with a variety of commercial, personal service and entertainment uses since the 1870's.

The site is within the Delano Neighborhood Plan area and the Delano Overlay Neighborhood District (D-O). Any development or changes on the site will be reviewed by the Delano Design Review Committee for consistency with the Delano Neighborhood Design Guidelines. The Delano Neighborhood design guidelines would require a 10-foot landscaped building setback along South Seneca and parking lot screening with a three to four-foot tall masonry screening wall with wrought iron. The Unified Zoning Code (UZO) would require non-residential development on this site to provide screening from the residential site to the north and west. The UZO would require a 25-foot compatibility setback from the north side property line where abutting residential zoning and a 15-foot building setback on the western rear property line. Development on the site is required to meet the UZO parking requirements.

North of the site, along South Seneca, is a mixture of SF-5, TF-3 Two-family Residential (TF-3), MF-18 Multi-family Residential (MF-18) and B Multi-family Residential (B) zoning. North of the site is a vacant lot, further north are single, duplex and multi-family residences and a church. South of the site is a GC zoned convenience store and a B zoned assisted living facility. East of the site, across South Seneca, are GC zoned contractor and vehicle sales uses. West of the site, along South Dodge Avenue, are and a B, MF-18, TF-3 and SF-5 zoned retail, office, single and multi-family residential uses.

**CASE HISTORY:** The site was platted as a portion of Reserve E of the Lawrences 2<sup>nd</sup> Addition in 1885. The Delano Neighborhood Revitalization Plan was adopted in 2001. This site was rezoned from GI General Industrial (GI) to SF-5 as part of a Delano Neighborhood Revitalization Plan implementation rezoning in 2003.

**ADJACENT ZONING AND LAND USE:**

NORTH:	SF-5, TF-3, MF-18	Single-family, duplex and multi-family residences, church
SOUTH:	GC, B	Convenience store, assisted living
EAST:	SF-5, GC	Church, contractor sales and services
WEST:	MF-18, SF-5, B	Single-family residences, multi-family residences

**PUBLIC SERVICES:** South Seneca Street is a paved, four-lane arterial street at this location with an 80-foot right-of-way. South Seneca has a central median and turn lane adjacent to the site, and therefore will not have northbound Seneca Street left-turn access. Sidewalks exist on both sides of Seneca. The site currently has no driveway access to South Seneca. The site has rear access to an unpaved, dedicated 15-foot service alley. All public services are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The Delano Neighborhood Plan map depicts the site as appropriate for “commercial mixed use.” The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the downtown core and mature neighborhoods surrounding it in a roughly three-mile radius. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan promotes downtown as the region’s preeminent walkable, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, and entertainment, cultural, and civic facilities and activities. The Plan’s *2035 Wichita Future Growth Concept Map* identifies this location as “commercial,” encompassing areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality. Convenience retail, restaurants, small offices and personal service uses are located in close proximity to, and potentially mixed with, residential uses.

**RECOMMENDATION:** Staff notes that this is a small site, and will likely be used in support of or in conjunction with the applicant’s commercial property to the south. Staff also notes that access to this site from South Seneca would not meet the Access Management Guidelines spacing requirement from the nearest access point to the south. Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**, subject to dedication of complete access control to South Seneca Street, and recording a cross-lot access agreement with the property to the south.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** North of the site, along South Seneca, is a mixture of SF-5, TF-3, MF-18 and B zoning. North of the site is a vacant lot, further north are single, duplex and multi-family residences and a church. South of the site is a GC zoned convenience store and a B zoned assisted living facility. East of the site, across South Seneca, are GC zoned contractor and vehicle sales uses. West of the site, along South Dodge Avenue, are and a B, MF-18, TF-3 and SF-5 zoned retail, office, single and multi-family residential uses.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The site is currently zoned SF-5 and could continue to be used as a single-family residence.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The bordering SF-5 zoned lot to the north is vacant. Future development on that site, and existing residences further north and west of the site, could be impacted by commercial development on the application area. Code required screening, landscaping and compatibility standards should mitigate impact on surrounding residences.

- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval will make the property more marketable with a wider range of possible uses. Denial would presumably represent a loss of economic opportunity to the applicant or property owner.
- (5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The Delano Neighborhood Plan map depicts the site as appropriate for “commercial mixed use.” The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the downtown core and mature neighborhoods surrounding it in a roughly three-mile radius. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan promotes downtown as the region’s preeminent walkable, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, and entertainment, cultural, and civic facilities and activities. The Plan’s *2035 Wichita Future Growth Concept Map* identifies this location as “commercial,” encompassing areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality. Convenience retail, restaurants, small offices and personal service uses are located in close proximity to, and potentially mixed with, residential uses.
- (6) **Impact of the proposed development on community facilities:** All services are in place. Any increased demand on community facilities can be handled by existing infrastructure. Requiring shared access with the commercial property to the south will mitigate traffic conflicts caused by commercial development on the site.

JESS MCNEELY, Planning Staff presented the Staff Report.

**MOTION:** To approve subject to staff recommendation.

**TODD** moved, **WARREN** seconded the motion, and it carried (13-0).

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**INTEROFFICE  
MEMORANDUM**

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**TO:** MAPC Members  
**FROM:** Rebecca Fields, Community Services Representative, District IV  
**SUBJECT:** ZON2016-15  
**DATE:** May 3, 2016

On Monday, May 2, 2016, the District IV Advisory Board considered a request for a: **LC Limited Commercial (LC) zoning**

The DAB Members were provided the MAPD staff report for review.

DAB members were assured that should this lot be developed, that there would be access on to Seneca and that there would be cross-lot access.

**The DAB members voted 9-0 to recommend the application be approved.**

**Please review this information when ZON2016-15 is considered.**

City of Wichita  
City Council Meeting  
June 7, 2015

**TO:** Mayor and City Council

**SUBJECT:** ZON2016-00016 – City Zone Change from Single-Family Residential to Two-Family Residential on Property Generally Located on the East Side of North Arkansas Avenue and North of West 27th Street North (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

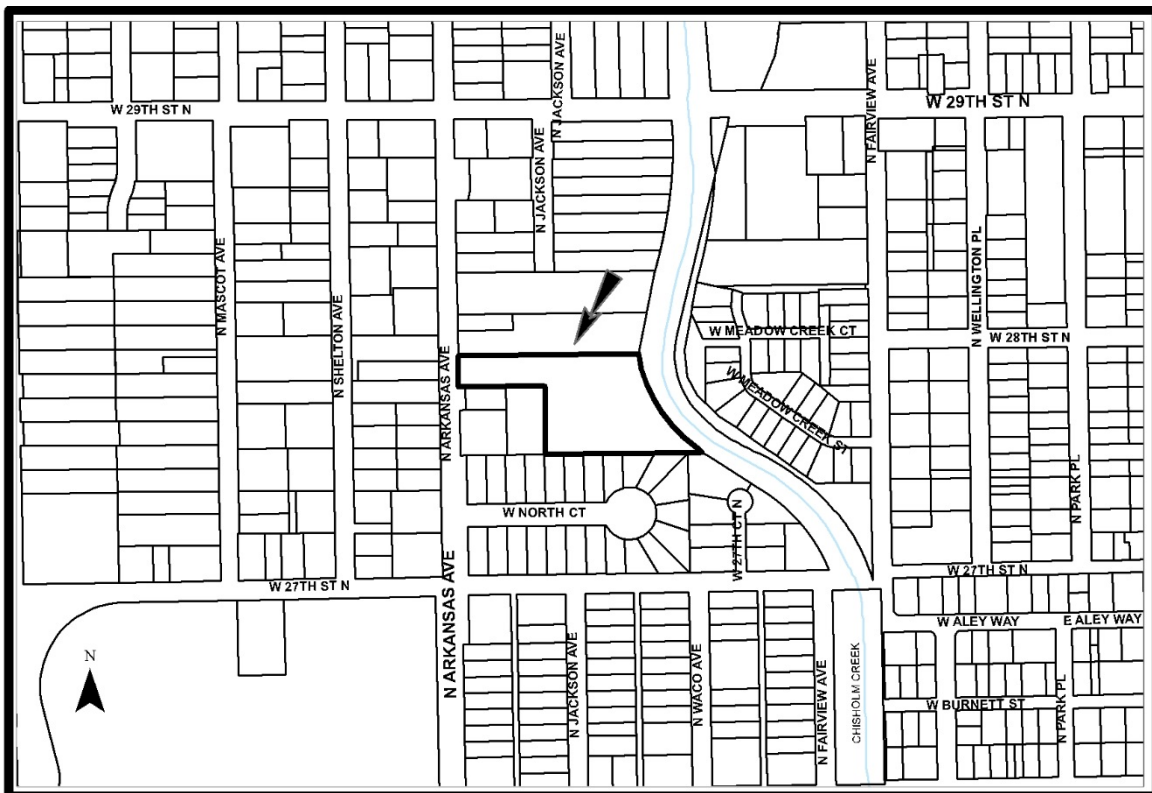
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request (13-0).

**DAB Recommendation:** District Advisory Board VI recommended approval of the request (7-0).

**MAPD Staff Recommendation:** The Metropolitan Area Planning Department staff recommended approval of the request.



**Background:** The applicants are requesting a zone change from SF-5 Single-family Residential (SF-5) to TF-3 Two-Family Residential (TF-3) zoning on a 3.1-acre undeveloped tract. The irregular shaped tract is located approximately 600 feet north of West 27th Street North on the east side of North Arkansas Avenue. The site has direct access onto Arkansas Avenue. A drainage channel abuts the east side of the site. The applicants intends to build 10-12 duplexes on the site. If the TF-3 zoning is approved the site will have to be platted with public street right-of-way and individual lots for each duplex. A Conditional Use is required for developing multiple duplexes on one lot in the TF-3 zoning district. The Unified Zoning Code (UZC) requires a minimum of 6,000-square feet per duplex, with a 35-foot minimum lot width.

This is a mature neighborhood with a mix of TF-3 and SF-5 zoned properties, with most of these properties developed as single-family residences and scattered duplexes. LC Limited Commercial (LC) zoned properties are located south and north of the site, at the intersections of 29th Street North and Arkansas and 25th Street North and Arkansas. These LC zoned properties are developed (but not limited to) with small restaurants, a convenience store, retail strip buildings, small commercial buildings, a small two-apartment building, vehicle repair garages, a car sales lot, single-family residences, and a market. There appears to be some small vacant commercial buildings in the area. The largest development in the area is the SF-5 and LC zoned Evergreen Public Park, which is developed with playing fields, tennis and basketball courts, open space, a gym, community buildings, a swimming pool, a library and a private educational building. An electrical substation is also located in the north end of the park. Wichita Unified School District USD 259 has Cloud Elementary School abutting Evergreen Public Park. A Grace Medical facility is attached to the elementary school. Both the park and school are located southwest of the site, across the 27th Street North and Arkansas Avenue intersection.

**Analysis:** On May 2, 2016, District Advisory Board (DAB) VI considered and approved (7-0) the requested TF-3 zoning. There were no protesters at the DAB VI meeting.

On May 5, 2016, the Metropolitan Area Planning Commission (MAPC) considered and approved (13-0) the requested TF-3. There were no protesters at the MAPC meeting. Planning staff has not received protests to the request.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved the ordinance as to form.

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC, approve the requested Zone Change and place the ordinance on the first reading (simple majority vote).

**Attachments:**

- MAPC minutes
- DAB memo
- Ordinance

ORDINANCE NO. 50-261

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2016-00016**

Zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"), on an approximately 3.1-acre property described as:

Beginning 758.8 feet South of the Northwest corner of the Northeast Quarter of Section 5, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence South 94.5 feet; thence East 295 feet; thence South 213 feet; thence East 620 feet m/l to the center of Chisholm Creek; thence Northwesterly to a point 758.8 feet South of the North line of said Northeast Quarter; thence West 658 feet m/l to beginning except canal, Wichita, Sedgwick County, Kansas; generally located on the east side of North Arkansas Avenue and north of West 27th Street North.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

\_\_\_\_\_  
Jeff Longwell, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

**EXCERPT MINUTES OF MAY 5, 2016 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION MEETING**

**Case No.: ZON2016-00016** - HS5, LLC c/o Mike Strelow & K-2 Properties, LLC, (applicants/owners) request a City zone change from SF-5 Single family Residential to TF-3 Two-family Residential on property described as:

Beginning 758.8 feet South of the Northwest corner of the Northeast Quarter of Section 5, Township 27 South, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence South 94.5 feet; thence East 295 feet; thence South 213 feet; thence East 620 feet m/l to the center of Chisholm Creek; thence Northwesterly to a point 758.8 feet South of the North line of said Northeast Quarter; thence West 658 feet m/l to beginning except canal.

**BACKGROUND:** The applicants are requesting a zone change from SF-5 Single-family Residential (SF-5) to TF-3 Two-Family Residential (TF-3) zoning on a 3.1-acre undeveloped tract. The irregular shaped tract is located approximately 600 feet north of West 27<sup>th</sup> Street North on the east side of North Arkansas Avenue. The site has access onto Arkansas Avenue. A drainage channel abuts the east side of the site. The applicants intends to build 10-12 duplexes on the site. If the TF-3 zoning is approved the site will have to be platted with public street right-of-way and individual lots for each duplex. A Conditional Use is required for developing multiple duplexes on one lot in the TF-3 zoning district. The Unified Zoning Code (UZO) requires a minimum of 6,000-square feet per duplex, with a 35-foot minimum lot width.

This is a mature neighborhood with a mix of TF-3 and SF-5 zoned properties, with most of these properties developed as single-family residences and scattered duplexes. LC Limited Commercial (LC) zoned properties are located south and north of the site, at the intersections of 29<sup>th</sup> Street North and Arkansas and 25<sup>th</sup> Street North and Arkansas. These LC zoned properties are developed (but not limited to) with small restaurants, a convenience store, retail strip buildings, small commercial buildings, a small two-apartment building, vehicle repair garages, a car sales lot, single-family residences, a market. There appears to be some small vacant commercial buildings in the area. The largest developments in the area is the SF-5 and LC zoned Evergreen Public Park, which is developed with playing fields, tennis and basketball courts, open space, a gym, community buildings, a swimming pool, a library and a private educational building. An electrical substation is also located in the north end of the park. Wichita United School District USD 259 has Cloud Elementary School abutting Evergreen Public Park. A Grace Medical facility is attached to the elementary school. Both the park and school are located southwest of the site, across the 27<sup>th</sup> Street North and Arkansas Avenue intersection.

**CASE HISTORY:** BZA 3-81 was a variance request to reduce the required 5-acre minimum for the "G" Mobile Home zoning district (now MH Manufactured Housing {MH}) to 3.5-acres. The owner at the time was asking for the variance prior to requesting a zone change from "A" Single-Family Residential to G. The application for the variance was recommended for denial, resulting in the applicant withdrawing the variance request at the February 24, 1981 Board of Zoning Appeals meeting. The property appears to have been vacant before the 1981 variance case.

**ADJACENT ZONING AND LAND USE:**

NORTH: SF-5, LC Single-family residences, convenience store, small retail strips, restaurants  
SOUTH: SF-5, TF-3 Single-family residences, apartment, public park, car sales lot  
WEST: SF-5 Single-family residences

**PUBLIC SERVICES:** North Arkansas Avenue is a paved, two-lane minor arterial at this location with a 60 to 80 feet of right-of-way. All public services are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the mature neighborhoods within an approximate three-mile radius of the downtown core. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan also encourages development of a variety of lot sizes and housing types within the Established Central Area. The Plan's *2035 Wichita Future Growth Concept Map* identifies this location as "residential," encompassing areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The property appears to have been vacant before the 1981 its variance case, as such the proposed TF-3 zoning and subsequent duplex development is in line with the directives of the Plan.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** This is a mature neighborhood with a mix of TF-3 and SF-5 zoned properties, with most of these properties developed as single-family residences and scattered duplexes. LC Limited Commercial (LC) zoned properties are located south and north of the site, at the intersections of 29<sup>th</sup> Street North and Arkansas and 25<sup>th</sup> Street North and Arkansas. These LC zoned properties are developed (but not limited to) with small restaurants, a convenience store, retail strip buildings, small commercial buildings, a small two-apartment building, vehicle repair garages, a car sales lot, single-family residences, a market. There appears to be some small vacant commercial buildings in the area. The largest developments in the area is the SF-5 and LC zoned Evergreen Public Park, which is developed with playing fields, tennis and basketball courts, open space, a gym, community buildings, a swimming pool, a library and a private educational building. An electrical substation is also located in the north end of the park. Wichita United School District USD 259 has Cloud Elementary School abutting Evergreen Public Park. A Grace Medical facility is attached to the elementary school. Both the park and school are located southwest of the site, across the 27<sup>th</sup> Street North and Arkansas Avenue intersection.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The vacant site is currently zoned SF-5 and could be developed with a single-family residence or multiple single-family residences.

- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Impact on surrounding property due to the requested zone change should be minimal. TF-3 zoning is common within the surrounding blocks. Duplex development on the site could be better for the neighborhood than a large vacant lot.
- (4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the mature neighborhoods within an approximate three-mile radius of the downtown core. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan also encourages development of a variety of lot sizes and housing types within the Established Central Area. The Plan's *2035 Wichita Future Growth Concept Map* identifies this location as "residential," encompassing areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The property appears to have been vacant before its 1981 variance case, as such the proposed TF-3 zoning and subsequent duplex development is in line with the directives of the Plan.
- (5) **Impact of the proposed development on community facilities:** All services are in place. Any increased demand on community facilities can be handled by existing infrastructure.

**BILL LONGNECKER**, Planning Staff presented the Staff Report.

**MOTION:** To approve subject to staff recommendation.

**TODD** moved, **WARREN** seconded the motion, and it carried (13-0).



**INTEROFFICE  
MEMORANDUM**

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**TO:** MAPC  
**FROM:** Martha Sanchez, Community Service Representative, District VI  
**SUBJECT:** ZON2016-00016  
**DATE:** May 2, 2016

On Monday, May 2, 2016, the District VI Advisory Board considered a request for a zoning change to TF-3 Two-Family Residential (TF-3) from SF-5 Single-Family Residential, for the purpose of developing duplexes on the site generally located on the east side of North Arkansas Avenue and north of West 27<sup>th</sup> Street North.

DAB members and attending public had the following questions:

**Q:** Does the developer have a site plan?

**A:** At this stage in the process the developer does not require a site plan.

**Q:** How many duplex are going to be built?

**A:** A Minimum 6000 sq. ft. is required per duplex, which allows 10-12 duplex on site.

**Q:** Any formal protest?

**A:** No

**Action Taken:** Weihe/Mason made a motion to recommend approval of zoning request.

**Motion carried:** (7-0)

Please review this information when ZON2016-00016 is considered.



City of Wichita  
City Council Meeting  
June 7, 2016

**TO:** Mayor and City Council

**SUBJECT:** SUB2015-00021 -- Plat of Edge Water 2<sup>nd</sup> Addition Located on the West Side of North Hoover Road, South of West 45<sup>th</sup> Street North (District VI)

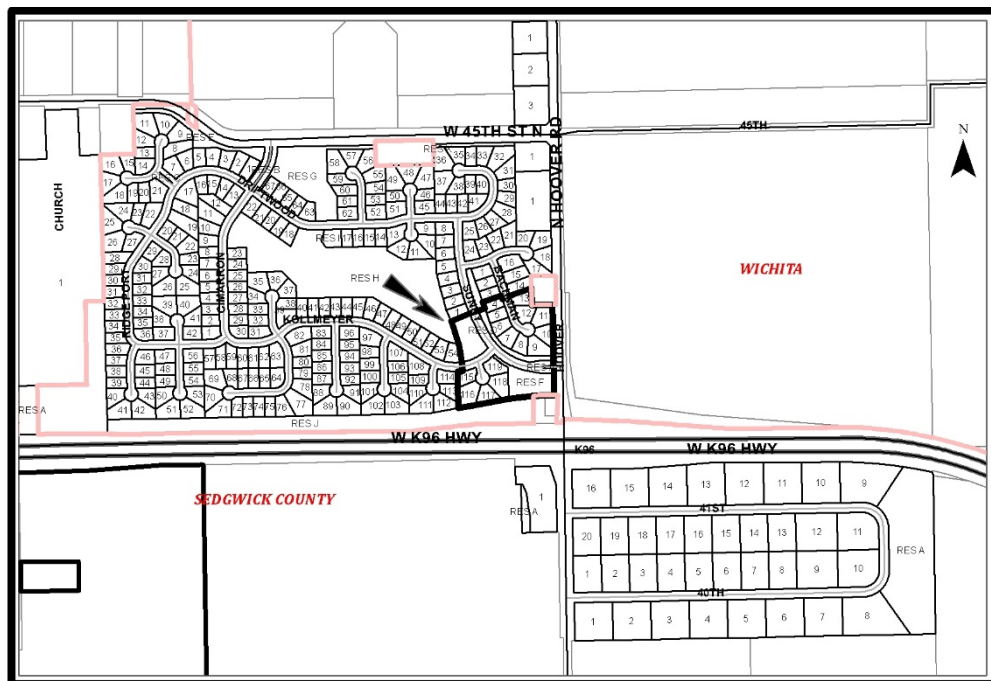
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (13-0)



**Background:** The site consists of 12 lots on 11.06 acres and is zoned Single-Family Residential (SF-5).

**Analysis:** The applicant has submitted Petitions and a Certificate of Petitions for paving, water and sewer improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** The Petition totals are \$2,901,000, with \$1,807,000 for the paving, \$366,000 for the water and \$728,000 for the lateral sanitary sewer. The funding source for all the projects is special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

**Attachments:** Certificate of Petitions  
Restrictive Covenant  
Resolutions

**CERTIFICATE OF PETITION**

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    ) SS:

We, R & R Realty, LLC, a Kansas limited liability company, owners of EDGE WATER 2<sup>ND</sup> ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Edge Water 2<sup>nd</sup> Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 4<sup>th</sup> day of May, 2016.

R & R Realty, LLC

By: 

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: 

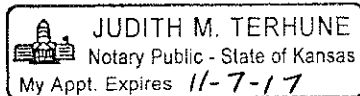
Kevin M. Mullen, President

1

STATE OF KANSAS                     )  
COUNTY OF SEDGWICK        )       SS:

BE IT REMEMBERED, that on this 3<sup>rd</sup> day of May, 2016,  
before me, the undersigned, a Notary Public, in and for the County and State  
aforesaid, came Jay W. Russell, as Manager of R & R Realty, LLC, a Kansas limited  
liability company, personally known to me to be the same person(s) who executed the  
within instrument of writing and such person(s) duly acknowledged the execution of  
the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year above written.



(My Appointment Expires: 11-7-17 )

Judith M. Terhune  
Notary Public

STATE OF KANSAS                     )  
COUNTY OF SEDGWICK        )       SS:

BE IT REMEMBERED, that on this 4<sup>th</sup> day of May, 2016,  
before me, the undersigned, a Notary Public, in and for the County and State  
aforesaid, came Kevin M. Mullen, as President of Ritchie Associates, Inc., a Kansas  
Corporation, a Manager of R & R Realty, LLC, a Kansas limited liability company,  
personally known to me to be the same person(s) who executed the within instrument  
of writing and such person(s) duly acknowledged the execution of the same, for and on  
behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year above written.



(My Appointment Expires: 4-14-2019 )

Heidi Jeffries  
Notary Public

Approved as to form:

Jennifer Magaña  
Jennifer Magaña, City Attorney and Director of Law

**RESTRICTIVE COVENANT**

THIS DECLARATION made this 4<sup>th</sup> day of May, 2016, by  
R & R Realty, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**EDGE WATER 2<sup>ND</sup> ADDITION**

Lots 1 through 7, Block A

Lots 1 through 5, Block B

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", "C", and "D", Edge Water 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. Reserve "A" is reserved for entry monuments, landscaping, drainage purposes, open space, utilities, and streets. The public shall not bear the cost of any repair or replacement of improvements within said Reserve "A" adversely affected by street construction, repair, or maintenance.

Reserve "B" is hereby reserved for open space, landscaping, drainage purposes, gazebos, entry monuments, lakes, screening walls, and sidewalks.

Reserve "C" is hereby reserved for entry monuments, open space, landscaping, drainage purposes, screening walls, and sidewalks.

Reserve "D" is hereby reserved for open space, landscaping, gazebos, lakes, sidewalks, utilities as confined to easements, and drainage purposes.

Reserves "A", "B", "C", and "D", shall be owned and maintained by the homeowners association for the addition.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A", "B", "C", and "D", as designated on the plat of Edge Water 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", "C", and "D", Edge Water 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.  
and,

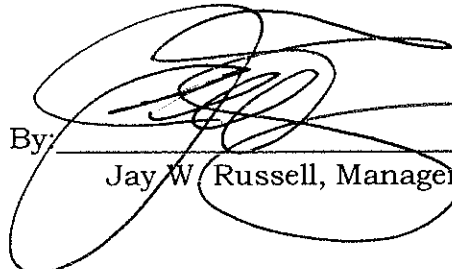
B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and said entity has not responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Edge Water 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in all lots in Edge Water 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas.

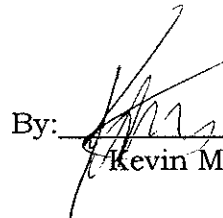
The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

R & R Realty, LLC

By:   
Jay W. Russell, Manager

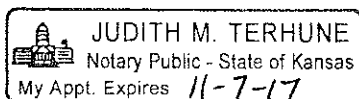
By: Ritchie Associates, Inc., Manager

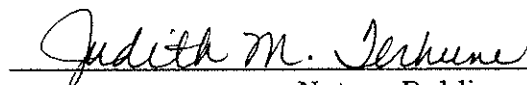
By:   
Kevin M. Mullen, President

STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )    SS:

BE IT REMEMBERED, that on this 3<sup>rd</sup> day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



  
Notary Public

(My Appointment Expires: 11-7-17)

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        )       SS:

BE IT REMEMBERED, that on this 4th day of May, 2016,  
before me, the undersigned, a Notary Public, in and for the County and State  
aforesaid, came Kevin M. Mullen, as President of Ritchie Associates, Inc., a Kansas  
Corporation, a Manager of R & R Realty, LLC, a Kansas limited liability company,  
personally known to me to be the same person(s) who executed the within instrument  
of writing and such person(s) duly acknowledged the execution of the same, for and on  
behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year above written.



Heidi Jeffries  
Notary Public

(My Appointment Expires: 4-14-2019)

Approved as to form:

Jennifer Magaña  
Jennifer Magaña, City Attorney and Director of Law



(Published in the *Wichita Eagle*, on June 10, 2016)

## RESOLUTION NO. 16-132

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 2, MAIN 24, SOUTHWEST INTERCEPTOR SEWER PHASE 2– EDGE WATER ADDITION/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (468-84366).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-453** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a lateral sanitary system, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **One Hundred Eighty-Five Thousand Dollars (\$185,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 103 through 114, Block A

Lots 41 through 54, Block C

**EDGE WATER 2<sup>ND</sup> ADDITION**

Lots 1 through 5, Block B

(d) The method of assessment is: **equally per lot (31 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

### RESOLUTION NO. 16-133

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 3, MAIN 24, SOUTHWEST INTERCEPTOR SEWER PHASE 3– EDGE WATER ADDITION/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (468-84367).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-454** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of a lateral sanitary system, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Three Hundred Thirty-Nine Thousand Dollars (\$339,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 6 through 12, Block C

Lots 21 through 48, Block D

Lot 1, Block E, except the south 10 feet thereof

(d) The method of assessment is: **equally per lot (36 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

#### RESOLUTION NO. 16-134

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 4, MAIN 24, SOUTHWEST INTERCEPTOR SEWER PHASE 4 – EDGE WATER ADDITION/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (468-84368).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-455** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a lateral sanitary system, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Forty Thousand Dollars (\$40,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 90 through 102, Block A

(d) The method of assessment is: **equally per lot (13 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.



**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-135**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 5, MAIN 24, SOUTHWEST INTERCEPTOR SEWER – EDGE WATER ADDITION PHASE 5/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (468-84369).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-456** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a lateral sanitary system, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **One Hundred Sixty-Four Thousand Dollars (\$164,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 1 through 5, Block C  
Lots 1 through 3, Block D  
Lots 14 through 20, Block D

**EDGE WATER 2<sup>ND</sup> ADDITION**

Lots 1 through 7, Block, A

(d) The method of assessment is: **equally per lot (22 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-136**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 2, – EDGE WATER ADDITION/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (472-84583).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-458** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of pavement on Kollmeyer from the east line of Lot 39, Block C, east to the west line of Hoover Street (the "Improvements").**

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

**Construction of pavement on Kollmeyer Court (Lots 108 through 114, Block A, Edgewater Addition) from the south line of Kollmeyer, south to and including the cul-de-sac; and on Kollmeyer Court (Lots 1 through 5, Block B, Edge Water 2<sup>nd</sup> Addition) from the south line of Kollmeyer, south to and including the cul-de-sac.**

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

**Construction of sidewalk on Kollmeyer.**

(b) The estimated or probable cost of the Improvements is **Six Hundred Thirty-One Thousand Dollars (\$631,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 83 through 114, Block A

Lots 40 through 54, Block C

**EDGE WATER 2<sup>ND</sup> ADDITION**

Lots 1 through 5, Block, B

(d) The method of assessment is: **on a fractional basis as described below:**

**Lots 108 through 114, Block A, and Lots 40 through 54, Block C Edge Water Addition shall each pay 3/106 of the total cost of the improvements; Lots 1 through 5, Block B, Edge Water 2<sup>nd</sup> Addition shall each pay 3/106 of the total cost of the improvements; and Lots 83 through 107, Block A, Edge Water Addition shall each pay 1/106 of the total cost of the improvements.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-137**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 3, – EDGE WATER ADDITION/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (472-84584).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-459** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:



**Construction of pavement on Driftwood and Driftwood Circle from the east line of Lot 14, Block C, east, north, and west to and including the cul-de-sac; and on Sunny Lane from the south line of Driftwood, south to the north line of Lot 6, Block C.**

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

**Construction of pavement on Driftwood Court (Lots 45 through 51, Block D) from the north line of Driftwood north to including the cul-de-sac; and on Driftwood Court (Lots 9 through 13, Block C) from the south line of Driftwood south to and including the cul-de-sac.**

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

**Construction of sidewalk on Driftwood and Sunny Lane.**

(b) The estimated or probable cost of the Improvements is **Five Hundred Thousand Dollars (\$500,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 7 through 13 Block C

Lots 25 through 51, Block D

(d) The method of assessment is: **equally per lot (34 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-138**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 4, – EDGE WATER ADDITION/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (472-84585).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-460** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of pavement on Kollmeyer Court (Lots 38 through 96, Block A) from the south line of Kollmeyer south to and including the cul-de-sac; and on Kollmeyer Court (Lots 97 through 107, Block A) from the south line of Kollmeyer south to and including the cul-de-sac (the "Improvements").**

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

(b) The estimated or probable cost of the Improvements is **Two Hundred Fifty-Four Thousand Dollars (\$254,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 83 through 107 Block A

(d) The method of assessment is: **equally per lot (25 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-139**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 5, – EDGE WATER ADDITION/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (472-84586).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-461** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of pavement on Sunny Lane from the north line of Lot 6, Block C, south to the north line of Kollmeyer.**

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

**Construction of pavement on Bachman Circle from the east line of Sunny Lane east to and including the cul-de-sac; and on Bachman Court from the south line of Bachman Circle south to and including the cul-de-sac (the "Improvements").**

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

**Construction of sidewalk on Sunny Lane.**

(b) The estimated or probable cost of the Improvements is **Four Hundred Twenty-Two Thousand Dollars (\$422,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 1 through 6, Block C  
Lots 1 through 3, Block D  
Lots 14 through 24, Block D

**EDGE WATER 2<sup>ND</sup> ADDITION**

Lots 1 through 7, Block A

(d) The method of assessment is: **equally per lot (27 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law



(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-140**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM PHASE 2 – EDGE WATER ADDITION/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (448-90314).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-446** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **One Hundred Twenty Thousand Dollars (\$120,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 108 through 114, Block A

Lots 40 through 54, Block C

**EDGE WATER 2<sup>ND</sup> ADDITION**

Lots 1 through 5, Block B

(d) The method of assessment is: **equally per lot (27 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-141**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM PHASE 3 – EDGE WATER ADDITION/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (448-90315).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-447** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Ninety-Six Thousand Dollars (\$96,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 7 through 13, Block C

Lots 25 through 51, Block D

Lot 1, Block E, except the south 10 feet thereof

(d) The method of assessment is: **equally per lot (35 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

## RESOLUTION NO. 16-142

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM PHASE 4 – EDGE WATER ADDITION /SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (448-90316).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-448** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Fifty-Eight Thousand Dollars (\$58,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 83 through 107, Block A

(d) The method of assessment is: **equally per lot (25 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.



**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

**RESOLUTION NO. 16-143**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM PHASE 5 – EDGE WATER ADDITION/SOUTH OF 45<sup>TH</sup> STREET NORTH, WEST OF HOOVER) (448-90317).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 07-449** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Ninety-Two Thousand Dollars (\$92,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**EDGE WATER ADDITION**

Lots 1 through 6, Block C  
Lots 1 through 3, Block D  
Lots 14 through 24, Block D

**EDGE WATER 2<sup>ND</sup> ADDITION**

Lots 1 through 7, Block A

(d) The method of assessment is: **equally per lot (27 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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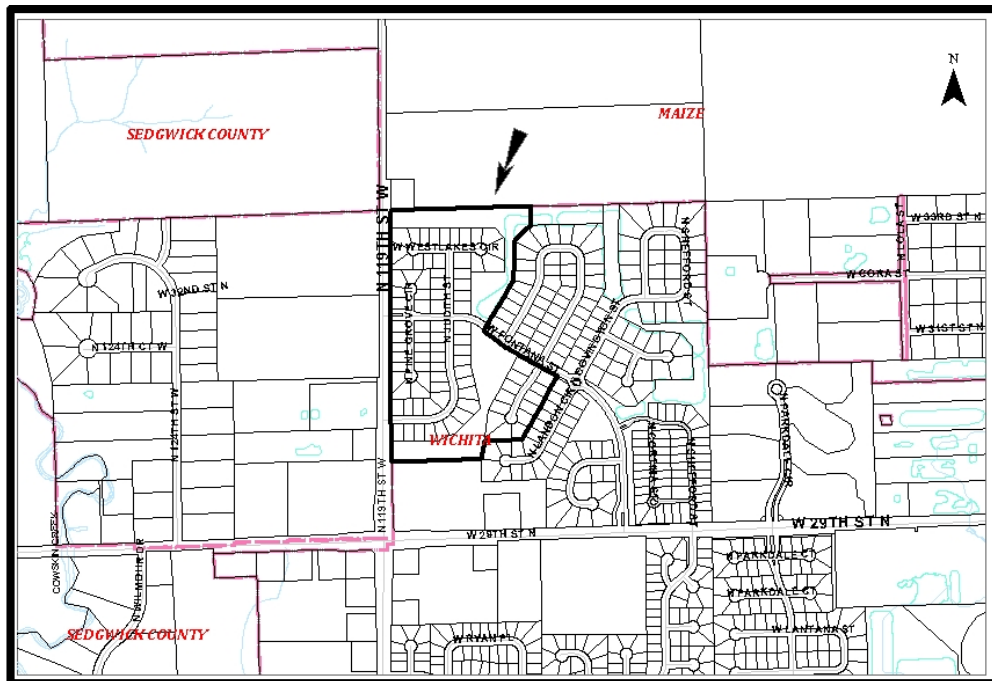
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

**MAPC Recommendation:** Approve the plat. (10-0)



The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** The Petition totals are \$2,080,000, with \$1,269,000 for the paving, \$139,000 for the drainage, \$213,000 for the water and \$459,000 for the sanitary sewer. The funding source for all the projects is special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petition, Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

**Attachments:** Certificate of Petition  
Restrictive Covenant  
Resolutions



**CERTIFICATE OF PETITIONS**

STATE OF KANSAS       )  
COUNTY OF SEDGWICK   )

We, Socora Homes, Inc., owner of Fontana 5th Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

- |   |             |
|---|-------------|
| 1. Storm Water Drain – Phase 1            | (\$46,000)  |
| 2. Storm Water Drain – Phase 2            | (\$93,000)  |
| 3. Sanitary Sewer – Phase 1               | (\$275,000) |
| 4. Sanitary Sewer – Phase 2               | (\$81,000)  |
| 5. Waterline – Phase 1                    | (\$132,000) |
| 6. Waterline – Phase 2                    | (\$184,000) |
| 7. Paving & Incidental Drainage – Phase 1 | (\$772,000) |
| 8. Paving & Incidental Drainage – Phase 2 | (\$497,000) |

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Fontana 5th Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement.

Signed this 5<sup>th</sup> day of May, 2016.

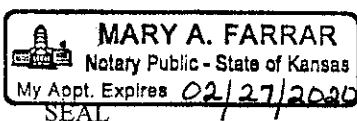
SOCORA HOMES, INC.

By: Linda S. Graham  
Linda S. Graham, Vice-President

STATE OF KANSAS       )  
                                  ) SS  
SEDGWICK COUNTY    )

BE IT REMEMBERED that on this 5<sup>th</sup> day of May, 2016, before me, a Notary Public, in and for the County and State aforesaid, came Linda S. Graham, Vice-President of Socora Homes, Inc., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.



Mary A. Farrar  
Notary Public

My Commission Expires: 02/27/2020



### RESTRICTIVE COVENANT

This covenant, executed this 5<sup>th</sup> day of May, 2016.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Fontana 5th, an Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Commission regarding off-street parking; the establishment of an owners' association, providing for the ownership and maintenance of the reserves being platted and the "Parking Strips" along 119th St. West.

NOW, THEREFORE, the undersigned does hereby subject Fontana 5<sup>th</sup>, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. At such time as the said property shall become developed by erection of improvements thereon, the undersigned agrees to cause an association to be formed to provide for the care, maintenance, and upkeep of the reserves, common areas, and "Parking Strips" along 119<sup>th</sup> St. West.
2. The reserves located in said addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves, shall be by the undersigned.
4. The reserves located in said addition will become part of a Master Owner's Association to be developed for the Fontana Addition to Wichita, Sedgwick County, Kansas.
5. There shall be provided for each dwelling unit located on any of the following described lots, a total of not less than four off-street parking places for automobiles, which may include garages and driveways, to-wit:  
  
Lots 1 thru 33, Block 1, Lots 1 thru 26, Block 2; and Lots 1 thru 28, Block 3; Fontana 5<sup>th</sup> Addition.
6. There shall be no parking on either side of Fontana St. from the east line of Lot 28, Block 3 to 119<sup>th</sup> St. West.

7. In the event that the undersigned or the association, its successors or assigns, shall fail at any time to maintain the drainage systems within the reserves or common areas or fail in any manner to fulfill their obligations relating to the reserves or common areas, the City of Wichita may serve a written Notice of Delinquency upon the undersigned or the association setting forth the manner in which the undersigned or the association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned or the association may fulfill the obligations. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves or common areas from becoming a nuisance, may enter upon said reserves or common areas and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned or the association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, may within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

8. No retaining wall, solid fences, earth berm, or mass planting shall be placed or permitted within the drainage and utility easements adjacent to the reserves being platted. Nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any plantings proposed within this easement shall be reviewed by the City Forester prior to installation. Any change of grade is prohibited.

9. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

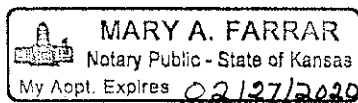
EXECUTED the day and year first above written.

SOCORA HOMES, INC.

By: Linda S. Graham  
Linda S. Graham, Vice President

STATE OF KANSAS     )  
                                  ) SS  
SEDGWICK COUNTY )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Linda S. Graham, Vice President of Socora Homes, Inc.



Mary A. Farrar  
Notary Public

My appointment expires: 02/27/2020

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-144**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 17, MAIN 7, NORTHWEST INTERCEPTER SEWER – FONTANA 5<sup>TH</sup> ADDITION PHASE 1/NORTH OF 29<sup>TH</sup> STREET NORTH, EAST OF 119<sup>TH</sup> STREET WEST) (468-84585).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-234 and Resolution No. 09-236** of the City (the “Prior Resolutions”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolutions has changed and has been combined into one project;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **Socora Homes, Inc.**, liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of a lateral sanitary sewer, to serve the Improvement defined below in accordance with City standards and plans and specifications prepared or approved by the City Engineer (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Two Hundred Seventy-Five Thousand Dollars (\$275,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**Lots 1-33, Block 1  
Lots 16-21, Block 3  
All in Fontana 5<sup>th</sup>, an addition to Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **equally per lot (39 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

**RESOLUTION NO. 16-145**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 18, MAIN 7, NORTHWEST INTERCEPTOR SEWER – FONTANA 5<sup>TH</sup> ADDITION PHASE 2/NORTH OF 29<sup>TH</sup> STREET NORTH, EAST OF 119<sup>TH</sup> STREET WEST) (468-84586).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-235** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **Socora Homes, Inc.**, liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of a lateral sanitary sewer, to serve the Improvement District defined below in accordance with City standards and plans and specifications prepared or approved by the City Engineer (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **One Hundred Eighty-Four Thousand Dollars (\$184,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**Lots 1-26, Block 2  
Lots 1-15, Block 3  
all in Fontana 5<sup>th</sup>, an addition to Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **equally per lot (41 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law



(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-146**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS AND INCIDENTAL DRAINAGE – FONTANA 5<sup>TH</sup> ADDITION PHASE 1/NORTH OF 29<sup>TH</sup> STREET NORTH, EAST OF 119<sup>TH</sup> STREET WEST) (472-84801).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-240 and Resolution No. 09-242** of the City (the “Prior Resolutions”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolutions has changed and has been combined into one project;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **Socora Homes, Inc.**, liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of pavement on Fontana from 119<sup>th</sup> Street West to the west end of existing Fontana; Pine Grove Circle (29' Bk-Bk) from Fontana to and including the cul-de-sac; Judith (29' Bk-Bk) from Fontana to Westlakes Circle; and Westlakes Circle (29' Bk-Bk) east and west from Judith, to and including the cul-de-sacs; and a 6' wide sidewalk along the south side of Fontana from 119<sup>th</sup> Street West to the west end of the existing sidewalk all in accordance with City standards, plans and specification prepared or approved by the City Engineer. Drainage to be installed where necessary (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Seven Hundred Seventy-Two Thousand Dollars (\$772,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**Lots 1-33, Block 1  
Lots 1-26, Block 2  
Lots 1-28, Block 3  
all in Fontana 5<sup>th</sup>, an addition to Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **on a fractional basis as described below:**

**Lots 1-33, Block 1, shall each pay 1.889348%  
Lots 1-26, Block 2, shall each pay 0.319268%  
Lots 1-15, Block 3, shall each pay 0.319268%  
Lots 16-28, Block 3, shall each pay 1.889348%  
of the total cost payable by the Improvement District**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

**RESOLUTION NO. 16-147**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS AND INCIDENTAL DRAINAGE – FONTANA 5<sup>TH</sup> ADDITION PHASE 2/NORTH OF 29<sup>TH</sup> STREET NORTH, EAST OF 119<sup>TH</sup> STREET WEST) (472-84802).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-241** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **Socora Homes, Inc.**, liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of pavement on Judith (29' Bk-Bk) from 119<sup>th</sup> Street West to Fontana; and Pine Grove Circle (29' Bk-Bk) from Fontana to and including the cul-de-sac in accordance with City Standards and plans and specifications prepared or approved by the City Engineer. Drainage to be installed where necessary (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Four Hundred Ninety-Seven Thousand Dollars (\$497,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**Lots 1-26, Block 2  
Lots 1-15, Block 3  
all in Fontana 5<sup>th</sup>, an addition to Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **equally per lot (41 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

**RESOLUTION NO. 16-148**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 357 – FONTANA 5<sup>TH</sup> ADDITION PHASE 1/NORTH OF 29<sup>TH</sup> STREET NORTH, EAST OF 119<sup>TH</sup> STREET WEST) (468-84588).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-237** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;**

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **Socora Homes, Inc.**, liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a storm water drain, to serve the Improvement District described below in accordance with City Standards and plans and specifications prepared or approved by the City Engineer (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Forty-Six Thousand Dollars (\$46,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**Lots 1-33, Block 1  
Lots 16-28, Block 3  
all in Fontana 5<sup>th</sup>, an addition to Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **equally per lot (46 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.



**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

**RESOLUTION NO. 16-149**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 358 – FONTANA 5<sup>TH</sup> ADDITION PHASE 2/NORTH OF 29<sup>TH</sup> STREET NORTH, EAST OF 119<sup>TH</sup> STREET WEST) (468-84589).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-238** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;**

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **Socora Homes, Inc.**, liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a storm water drain, to serve the Improvement District described below in accordance with City Standards and plans and specifications prepared or approved by the City Engineer (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Ninety-Three Thousand Dollars (\$93,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**Lots 1-26, Block 2  
Lots 1-15, Block 3  
all in Fontana 5<sup>th</sup>, an addition to Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **equally per lot (41 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-150**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIUBTION SYSTEM – FONTANA 5<sup>TH</sup> ADDITION PHASE 1/NORTH OF 29<sup>TH</sup> STREET NORTH, EAST OF 119<sup>TH</sup> STREET WEST) (448-90427).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-230 and Resolution No. 09-231** of the City (the “Prior Resolutions”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolutions has changed and has been combined into one project;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **Socora Homes, Inc.**, liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below in accordance with City standards and plans and specifications prepared or approved by the City Engineer (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **One Hundred Thirty-Two Thousand Dollars (\$132,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**Lots 1-33, Block 1  
Lots 16-23, Block 3  
All in Fontana 5<sup>th</sup>, an addition to Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **equally per lot (46 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-151**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – FONTANA 5<sup>TH</sup> ADDITION PHASE 2/NORTH OF 29<sup>TH</sup> STREET NORTH, EAST OF 119<sup>TH</sup> STREET WEST) (448-90429).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 09-232** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **Socora Homes, Inc.**, liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:



**Construction of necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below in accordance with City Standards and plans and specifications prepared or approved by the City Engineer (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Eighty-One Thousand Dollars (\$81,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**Lots 1-26, Block 2  
Lots 1-15, Block 3  
all in Fontana 5<sup>th</sup>, an addition to Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **equally per lot (41 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

City of Wichita  
City Council Meeting  
June 7, 2016

**TO:** Mayor and City Council

**SUBJECT:** SUB2016-00015 -- Plat of Sandcrest Addition Located on the Southeast Corner of West 29<sup>th</sup> Street North and North Hoover Road (District V)

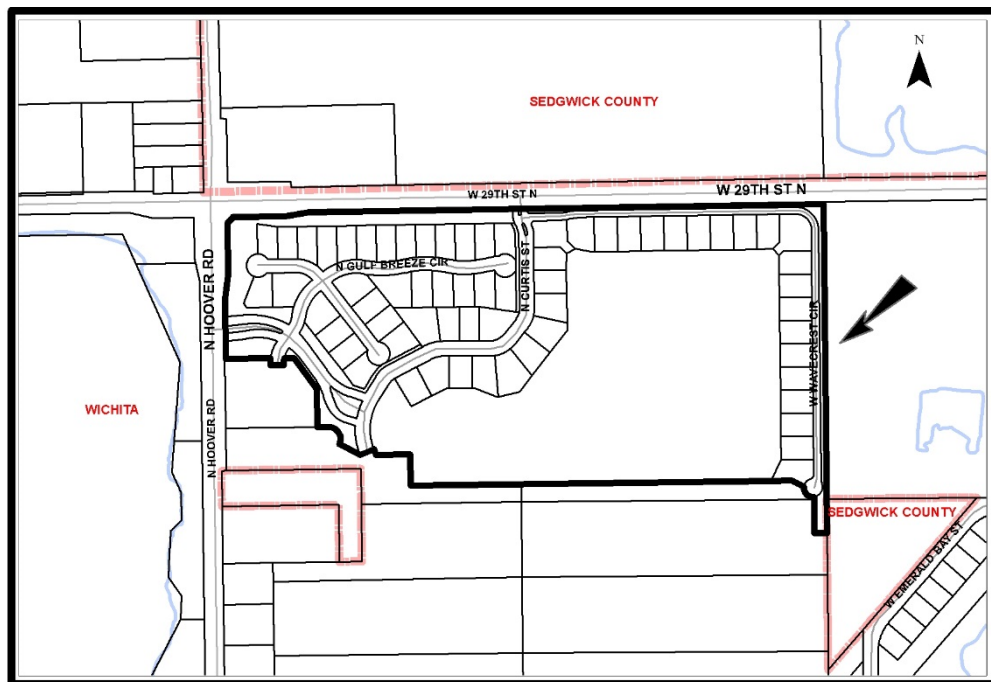
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (12-0)



**Background:** The site consists of 66 lots on 64.11 acres zoned Limited Commercial (LC) and Single-Family Residential (SF-5).

**Analysis:** The applicant has submitted 100 percent Petitions and a Certificate of Petition for sewer, water and paving improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has provided a Restrictive Covenant restricting the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way. The applicant has submitted a Restrictive Covenant requiring “No Parking” on both sides of Curtis Street and Sandcrest Street adjoining medians. The applicant has submitted a Restrictive Covenant for Zoning Restriction limiting the site to SF-5 uses since a portion of site is zoned Limited Commercial (LC). The applicant has submitted an Access Easement for Emergency Ingress and Egress as requested by City Fire Department. The applicant has submitted a Driveway Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** The Petition totals are \$3,028,000, with \$1,810,000 for the paving, \$271,000 for the water and \$947,000 for the sewer. The sewer main Petition originally approved by the City Council on February 16, 2016 for \$887,000 will have \$66,642 assessed to the improvement district. The funding source for all of the projects is special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petition, Restrictive Covenants, Restrictive Covenant for Zoning Restriction, Access Easement for Emergency Ingress and Egress, Driveway Closure Certificate and Resolutions as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

**Attachments:** Certificate of Petition  
Restrictive Covenants  
Restrictive Covenant for Zoning Restriction  
Access Easement for Emergency Ingress and Egress  
Driveway Closure Certificate  
Resolutions

**CERTIFICATE OF PETITION**

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )   SS:

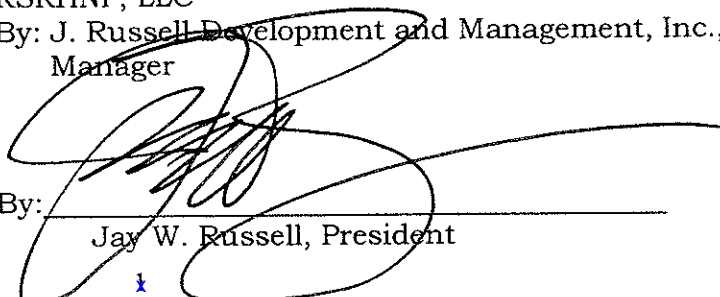
We, RSRNHP, LLC, a Kansas limited liability company, owners of SANDCREST, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Sanitary Sewer Main Improvements
3. Water Improvements
4. Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Sandcrest, an Addition to Wichita, Sedgwick County, Kansas, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 10<sup>th</sup> day of May, 2016.

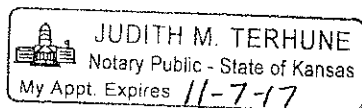
RSRHNP, LLC  
By: J. Russell Development and Management, Inc.,  
Manager

By:   
Jay W. Russell, President

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell as President of J. Russell Development and Management, Inc., Manager of RSRHNP, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

Approved as to form:

Jennifer Magana  
Jennifer Magana, City Attorney and Director of Law

**RESTRICTIVE COVENANT**

THIS DECLARATION made this 10<sup>th</sup> day of May, 2016, by  
RSRNHP, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**SANDCREST**

Lots 11 through 31, Block B

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15 foot street, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to the lots listed above, as platted in said Sandcrest, an Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the date and year first above written.

RSRNHP, LLC

By: J. Russell Development and Management, Inc.,  
Manager

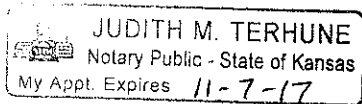
By:

Jay W. Russell, President

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell as President of J. Russell Development and Management, Inc., Manager of RSRHNP, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

Approved as to form:

Jennifer Magana  
Jennifer Magana, City Attorney and Director of Law



## **RESTRICTIVE COVENANT**

THIS DECLARATION made this 10<sup>th</sup> day of May, 2016, by RSRNHP, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

### **SANDCREST**

Lots 1 through 35, Block A  
Lots 1 through 31, Block B

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", and "M", Sandcrest, an Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. Reserves "A", "B", "C", "K", and "L" are hereby reserved for open space, landscaping, drainage purposes, entry monuments, utilities, and streets.

Reserves "D", "G", and "M" are hereby reserved for open space, landscaping, berms, drainage purposes, entry monuments, and utilities as confined to easements.

Reserve "E" is hereby reserved for open space, landscaping, berms, drainage purposes, entry monuments, waterlines as confined to easement, and utilities as confined to easements.

Reserve "F" is hereby reserved for open space, landscaping, berms, drainage purposes, entry monuments, streets as confined to easement, waterlines as confined to easement, and utilities as confined to easements.

Reserve "H" is hereby reserved for open space, landscaping, berms, drainage purposes, and utilities as confined to easements.

Reserve "I" is hereby reserved for open space, landscaping, berms, drainage purposes, entry monuments, emergency access purposes as confined to easement, streets as confined to easement, and utilities as confined to easement.

Reserve "J" is hereby reserved for open space, landscaping, berms, lakes, swimming pools and related facilities, parking, recreational water activities and related appurtenances, boat docks and ramps, playgrounds, drainage purposes, sidewalks, hike and bike trails, recreational areas, gazebos, and utilities as confined to easements.

Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", and "M" shall be owned and maintained by the homeowners association for the addition.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", and "M", as designated on the plat of Sandcrest, an Addition to Wichita, Sedgwick County, Kansas, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", and "M", to Sandcrest, an Addition to Wichita, Sedgwick County, Kansas under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.  
and,

B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Sandcrest, an Addition to Wichita, Sedgwick County, Kansas, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors of Lots in Sandcrest, an Addition to Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of

the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

RSRHNP, LLC

By: J. Russell Development and Management, Inc.,  
Manager

By:

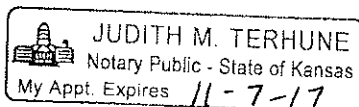
Jay W. Russell, President

STATE OF KANSAS       )  
COUNTY OF SEDGWICK )

SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell as President of J. Russell Development and Management, Inc., Manager of RSRHNP, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

Jennifer Magana  
Jennifer Magana, City Attorney and Director of Law

**RESTRICTIVE COVENANT**  
**FOR ZONING RESTRICTION**

THIS DECLARATION made this 10<sup>th</sup> day of May, 2016, by  
RSRNHP, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**SANDCREST**  
Lots 3 through 13, Block A  
Lot 28, Block A

and

WHEREAS, part of the afore-described real property is presently zoned "LC"  
Limited Commercial zoning district and is proposed as residential lots in said  
Sandcrest, an Addition to Wichita, Sedgwick County, Kansas.

and

WHEREAS, the Declarant has voluntarily chosen to impose restrictions upon  
the subject property in order to guarantee that the use and maintenance of the  
property will be harmonious with the neighboring lots in the Sandcrest, an Addition to  
Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, the Declarant, does hereby restrict the above described  
real property to the following uses.

1. All and only uses allowed in the "SF-5" Single Family Zoning District.

This restriction shall not be altered, amended or terminated without a public hearing  
before the Wichita-Sedgwick County Planning Commission and the appropriate  
governing body. Notice of such hearings shall be given as would be required by law for  
a zoning change on the property. This restriction shall become null and void upon the  
approval of a zone change to "SF-5" Single Family by the City Council of the City of  
Wichita, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described Lots located in Sandcrest, an Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written.

RSRHNP, LLC

By: J. Russell Development and Management, Inc.,  
Manager

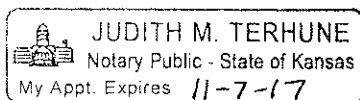
By:   
Jay W. Russell, President

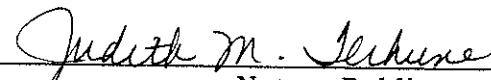
STATE OF KANSAS )  
COUNTY OF SEDGWICK )

SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell as President of J. Russell Development and Management, Inc., Manager of RSRHNP, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

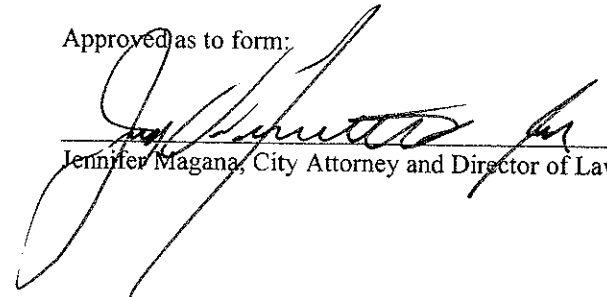
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



  
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

  
Jennifer Magana, City Attorney and Director of Law

**ACCESS EASEMENT FOR  
EMERGENCY INGRESS AND EGRESS**

THIS EASEMENT made this 10<sup>th</sup> day of May, 2016, by and between RSRNHP, LLC, a Kansas limited liability company, of the first part, and the City of Wichita, Kansas, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing emergency vehicle ingress and egress, over and along the following described real estate situated in Sedgwick County, Kansas; to wit:

A 30 foot wide emergency access easement located at the south end of Wavecrest Cir, as shown on the plat for Sandcrest, an Addition to Wichita, Sedgwick County Kansas, more particularly described as:

That part of Reserve "I", Sandcrest, an Addition to Wichita, Sedgwick County, Kansas described as follows: Commencing at the southeast corner of said Reserve "I"; thence N90°00'00"W along the south line of said Reserve "I", 22.00 feet for a point of beginning; thence continuing N90°00'00"W along the south line of said Reserve "I", 30.00 feet to the most southerly southwest corner of said Reserve "I"; thence N00°38'02"W along the west line of said Reserve "I", 156.43 feet to a deflection corner in said west line, said deflection corner also being a point on a non-tangent curve to the left in the south right-of-way line of Wavecrest Cir. as dedicated in said Sandcrest; thence easterly and northeasterly along said curve, through a central angle of 51°17'14" and having a radius of 40.00 feet, an arc distance of 35.81 feet, (having a chord length of 34.62 feet bearing N59°25'16"E), to a point 22.00 feet normally distant west of the east line of said Reserve "I"; thence S00°38'02"E parallel with the east line of said Reserve "I", 174.04 feet to the point of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, maintaining, and repairing such emergency ingress and egress easement.

This easement shall be binding on the owner(s), their heirs or successors, or assigns and is an easement running with the land and is binding on all successors in title for the above-described tracts located in Sedgwick County, Kansas.

This easement shall become null and void upon the dedication of a public right-of-way and construction of said street within Reserve "I" as platted in Sandcrest, an Addition to Wichita, Sedgwick County Kansas.

EXECUTED the day and year first written above.

RSRHNP, LLC

By: J. Russell Development and Management, Inc.,  
Manager

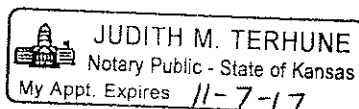
By:   
Jay W. Russell, President

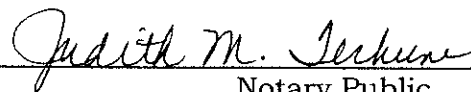
STATE OF KANSAS )  
COUNTY OF SEDGWICK )

SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell as President of J. Russell Development and Management, Inc., Manager of RSRHNP, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

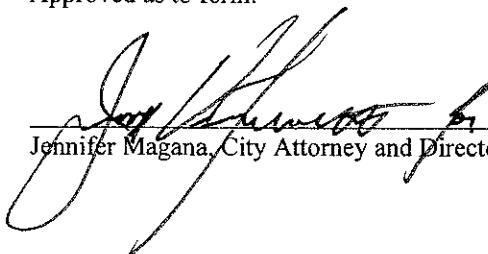
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



  
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

  
Jennifer Magana, City Attorney and Director of Law



### DRIVEWAY CLOSURE CERTIFICATE

Sedgwick County                    )  
State of Kansas                    )     SS:

RSRNHP, LLC, a Kansas limited liability company, owner(s) of that certain real property to be known as **Sandcrest, an Addition to Wichita, Sedgwick County, Kansas**, are in the process of platting said property, and do hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on 29<sup>th</sup> St. N. in excess of the one allowed per said platting requirements shall be closed, and any existing drive approaches on Hoover Rd. in excess of the one allowed per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 10<sup>th</sup> day of May, 2016.

RSRHNP, LLC

By: J. Russell Development and Management, Inc.,  
Manager

By: \_\_\_\_\_

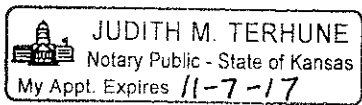
Jay W. Russell, President



STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )    SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell as President of J. Russell Development and Management, Inc., Manager of RSRHNP, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

Approved as to form:

Jennifer Magana  
Jennifer Magana, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

**RESOLUTION NO. 16-152**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 LATERAL 550, SOUTHWEST INTERCEPTOR SEWER – SANDCREST ADDITION/SOUTH OF 29<sup>TH</sup>, EAST OF HOOVER) (468-85087).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-394** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*(the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by the **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.**

(b) The estimated or probable cost of the Improvements is **Seven Hundred Eighteen Thousand Dollars (\$718,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**SANDCREST**

Lots 1 through 35, Block A

Lots 1 through 21, Block B

- (d) The method of assessment is **equally per lot (56 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

**RESOLUTION NO. 16-153**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 LATERAL 551, SOUTHWEST INTERCEPTOR SEWER – SANDCREST ADDITION/SOUTH OF 29<sup>TH</sup>, EAST OF HOOVER) (468-85088).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-395** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;**

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below** (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Twenty-Nine Thousand Dollars (\$229,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**SANDCREST**  
Lots 22 through 31, Block B

(d) The method of assessment is: **equally per lot (10 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$10,370 assessed equally among all property within the proposed Improvement District equally per lot (10 lots).**

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-154**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 PAVING IMPROVEMENTS – SANDCREST ADDITION/SOUTH OF 29<sup>TH</sup>, EAST OF HOOVER) (472-85252).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-392** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of pavement on Sandcrest Street from the east line of Hoover Road east to the west line Curtis Street and on Curtis Street from south line of Reserve D, north to 29<sup>th</sup> Street North with medians and drainage to be installed where necessary the (the “Improvements”).**



**That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.**

**That sidewalk be constructed on one side of Sandcrest Street and Curtis Street with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.**

**and**

**Construction of pavement on Gulf Breeze Street and Gulf Breeze Circle from west line of Curtis Street northwest and west to and including the cul-de-sac; on Gulf Breeze Court from the north line of Gulf Breeze Street east to and including the cul-de-sac; and on Wavecrest Circle from the east line of Curtis Street east to the south line of Lot 21, Block B, with drainage to be installed where necessary.**

**That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.**

(b) The estimated or probable cost of the Improvements is **One Million Five Hundred Twenty-Eight Thousand Dollars (\$1,528,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**SANDCREST**

Lots 1 through 35, Block A

Lots 1 through 21, Block B

(d) The method of assessment is: **equally per lot (56 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **98..51%** to be assessed against the Improvement District and **1.49%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-155**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 PAVING IMPROVEMENTS – SANDCREST ADDITION/SOUTH OF 29<sup>TH</sup>, EAST OF HOOVER) (472-85253).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-393** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of pavement on Wavecrest Circle from the south line of Lot 21, Block B, south to and including the cul-de-sac, with drainage to be installed where necessary (the "Improvements").**

**That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.**

(b) The estimated or probable cost of the Improvements is **Two Hundred Eighty-Two Thousand Dollars (\$282,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**SANDCREST**  
Lots 22 through 31, Block B

(d) The method of assessment is: **equally per lot (10 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-156**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (MAIN 25, SOUTHWEST INTERCEPTOR SEWER – SANDCREST ADDITION/SOUTH OF 29<sup>TH</sup>, EAST OF HOOVER) (468-85046).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 16-034** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a sanitary sewer main and appurtenances to serve the Improvement District defined below (the “Improvements”).**

(b) The estimated or probable cost of the Improvements is **Eight Hundred Eighty-Seven Thousand Dollars (\$887,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**SANDCREST**

Lots 1 through 35, Block A

Lots 1 through 21, Block B

(d) The method of assessment is: **equally per lot (56 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **\$66,642** to be assessed against the Improvement District and **the remainder** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law



(Published in the *Wichita Eagle*, on June 10, 2016)

# **RESOLUTION NO. 16-157**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 WATER DISTRIBUTION SYSTEM – SANDCREST ADDITION/SOUTH OF 29<sup>TH</sup>, EAST OF HOOVER) (448-90702).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-396** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below** (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Seventeen Thousand Dollars (\$217,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**SANDCREST**

Lots 1 through 35, Block A

Lots 1 through 21, Block B

(d) The method of assessment is: **equally per lot (56 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$34,654 assessed equally among all property within the proposed Improvement District equally per lot (56 lots)**.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law

(Published in the *Wichita Eagle*, on June 10, 2016)

**RESOLUTION NO. 16-158**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 WATER DISTRIBUTION SYSTEM – SANDCREST ADDITION/SOUTH OF 29<sup>TH</sup>, EAST OF HOOVER) (448-90703).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-397** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;**

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below** (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Fifty-Four Thousand Dollars (\$54,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**SANDCREST**  
Lots 22 through 31, Block B

(d) The method of assessment is: **equally per lot (10 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$5,393 assessed equally among all property within the proposed Improvement District equally per lot (10 lots).**

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 7, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
& Director of Law